

NOTICE

NO HAND CARRIED BIDS! NO MAILED BIDS!

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX. See provision AOC52.215-1 Instructions to Offerors located in Section L for solicitations for services/supplies or the Solicitation Conditions for solicitations for construction. All handcarried offers/proposals will be rejected. Any attempt to handcarry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. Offerors are advised when sending proposals via FEDEX or UPS **not** to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

SOLICITATION, OFFER AND AWARD Architect of the Capitol - January 2004		REQUISITION NO. GA050253		PROJECT NO.	PAGE 1 OF 72 PAGES
1. CONTRACT NO.		2. SOLICITATION NO. RFP NO. 050083	3. TYPE OF SOLICITATION SEALED BID (IFB) <u> X </u> NEGOTIATED (RFP)	4. DATE ISSUED SEPTEMBER 7, 2005	
5. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515			6. ADDRESS OFFER TO (If other than Item 5) Architect of the Capitol Procurement Division Ford House Office Building Attn: Lauren J. Wilson Room H2-263 Bid Room Second and "D" Streets, S.W. Washington DC 20515		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
SUBJECT: CUSTODIAL AND RELATED SERVICES FOR THE UNITED STATES CAPITOL POLICE FACILITIES, WASHINGTON, D.C.					

SOLICITATION

7. Sealed offers in one (1) original, one copy of the price proposal and one (1) original and three (3) copies complete copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6 until 1:00 P.M., local time, OCTOBER 12, 2005 , see Section L. CAUTION - Submission, Modification, Revision, and Withdrawal of Offers: See Section L. All offers are subject to all terms and conditions contained in this solicitation.	
8. FOR INFORMATION CALL: LAUREN J. WILSON	TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 226-1932

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OFFER (Must be fully completed by offeror)

NOTE: ITEM 10 does not apply if the solicitation includes the provision entitled Minimum Bid Acceptance Period.				
10. In compliance with the above, the undersigned agrees, if this offer is accepted within _____calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
11. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	_____ CALENDAR DAYS %
12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE		AMENDMENT NO.
13A. NAME AND ADDRESS OF OFFEROR	DUNS NO. _____ TAXPAYER IDENTIFICATION NO. _____		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
13B. TELEPHONE & FACSIMILE NOS. (Include area codes)	13C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE -ENTER _____ SUCH ADDRESS IN SCHEDULE		15. SIGNATURE	16. OFFER DATE

AWARD (To be completed by Government)

17. ACCEPTED AS TO ITEMS NUMBERED	18. AMOUNT	19. ACCOUNTING AND APPROPRIATION	
20. AUTHORITY FOR NEGOTIATION, IF APPLICABLE		21. SUBMIT INVOICE FOR PAYMENT TO: FAX 202-226-2580	
22. NAME OF CONTRACTING OFFICER (Type or print)		23. UNITED STATES OF AMERICA (Signature of Contracting Officer)	24. AWARD DATE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL PURPOSE

a) The Contractor shall provide the necessary qualified personnel, equipment and materials necessary to provide Janitorial/Grounds Maintenance and Snow Removal services as described herein as required by the Office of the Architect of the Capitol for the United States Capitol Police (USCP) Facilities, Washington, D.C.

NOTE: The custodial and related services for the United States Capitol Police Facilities is a new performance-based specification. These performance based specifications express the AOC's requirements in the form of Cleaning Quality Requirements. The Contractor will determine how often the work is to be performed, how much labor is needed to perform the tasks, what methods will be used to complete the job and which materials and equipment are needed. Cleaning Quality Requirements are provided as the Government's best gauge of the minimum quality standards to be met. The results of the work performed under this contract will conform to the Cleaning Quality Requirements and the AOC expects that upon daily or periodic inspections that these minimum standards will be met or exceeded.

NOTE: Contract MUST be equipped to accept the Government Credit Card for Additional Services.

NOTE: There is no incumbent Contractor, therefore, the AOC does not have a total pay out for this work. Only a small portion of the work has been done through Purchase Orders.

B.2 UNIT PRICES

a) The unit prices (hourly labor rates) provided shall be fully loaded rates to include O/H, G&A, and profit/fee.

The unit price shall include all costs associated with ensuring that janitorial and related services are in accordance with the Cleaning Quality Requirements as indicated in the article entitled "SCOPE AND DESCRIPTION OF WORK" in Section C, to include all labor, material and equipment cost and any associated fees. The unit price shall take precedence over the total price.

B.3 SCHEDULE OF ITEMS

BASE YEAR (Award of Contract through September 30, 2006)

Item No.	Description	Months	Price Per Month	Amount
001	Perform Jan itorial/Grounds Maintenance and Snow Removal services in the USCP Facilities in accordance with the requirements of this contract.	10	\$_____	\$_____

<u>Item No.</u>	<u>Description</u>	<u>Rate (fully burdened)</u>	<u>*Estimated Hours</u>	<u>Total Hour Rate</u>
002	Miscellaneous Utility Job as described in C.2.c and C.18 Additional Services in accordance with the requirements of this contract	\$_____	X 240 =	\$_____

Total Amount for Items No. 001 and 002, inclusive, for Base Year \$_____

OPTION YEAR ONE
(October 1, 2006 through September 30, 2007)

<u>Item No.</u>	<u>Description</u>	<u>Months</u>	<u>Price Per Month</u>	<u>Amount</u>
101	Perform Janitorial/Grounds Maintenance and Snow Removal services in the USCP Facilities in accordance with the requirements of this contract.	12	\$_____	\$_____

<u>Item No.</u>	<u>Description</u>	<u>Rate (fully burdened)</u>	<u>*Estimated Hours</u>	<u>Total Hour Rate</u>
102	Miscellaneous Utility Job as described in C.2.c and C. 18 Additional Services in accordance with the requirements of this contract	\$_____	X 240 =	\$_____

Total Amount for Items No. 101 and 102, inclusive, for Option Year No. 1 \$_____

OPTION YEAR TWO
(October 1, 2007 through September 30, 2008)

<u>Item No.</u>	<u>Description</u>	<u>Months</u>	<u>Price Per Month</u>	<u>Amount</u>
201	Perform Janitorial/Grounds Maintenance and Snow Removal services in the USCP Facilities in accordance with the requirements of this contract	12	\$_____	\$_____

<u>Item No.</u>	<u>Description</u>	<u>Rate (fully burdened)</u>	<u>*Estimated Hours</u>	<u>Total Hour Rate</u>
202	Miscellaneous Utility Job as described in C.2.c and C.18 Additional Services in accordance with the requirements of this contract	\$_____	X 240 =	\$_____

Total Amount for Items No. 201 and 202, inclusive, for Option Year No. 2 \$_____

OPTION YEAR THREE
(October 1, 2008 through September 30, 2009)

<u>Item No.</u>	<u>Description</u>	<u>Months</u>	<u>Price Per Month</u>	<u>Amount</u>
301	Perform Janitorial/Grounds Maintenance and Snow Removal services in the USCP Facilities in accordance with the requirements of this contract	12	\$_____	\$_____

<u>Item No.</u>	<u>Description</u>	<u>Rate (fully burdened)</u>	<u>*Estimated Hours</u>	<u>Total Hour Rate</u>
302	Miscellaneous Utility Job as described in C.2.c and C.18 Additional Services in accordance with the requirements of this contract.	\$_____	X 240 =	\$_____

Total Amount for Items No. 301 and 302, inclusive, for Option Year No. 3 \$_____

OPTION YEAR FOUR
(October 1, 2009 through September 30, 2010)

<u>Item No.</u>	<u>Description</u>	<u>Months</u>	<u>Price Per Month</u>	<u>Amount</u>
401	Perform Janitorial/Grounds Maintenance and Snow Removal services in the USCP Facilities in accordance with the requirements of this contract	12	\$_____	\$_____

<u>Item No.</u>	<u>Description</u>	<u>Rate (fully burdened)</u>	<u>*Estimated Hours</u>	<u>Total Hour Rate</u>
402	Miscellaneous Utility Job as described in C.2.c and C.18 Additional Services in accordance with the requirements of this contract	\$_____	X 240 =	\$_____

Total Amount for Items No. 401 and 402, inclusive, for Option Year No. 4 \$_____

GRAND TOTAL (Base Year plus Option Years 1, 2, 3, 4) \$_____

NOTE: Failure to bid on all items will cause your offer to be rejected.

NOTE: The hours per labor category presented herein are estimates only and their inclusion herein does not bind the Government to the procurement of the exact man-hours listed above.

B.4 AOC52.222-4 OVERTIME WORK (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

END OF SECTION B

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 DEFINITIONS

- a) **Emergency Service:** Any emergency service that occurs during normal hours, or when the Contractor Staff is on site. Emergency service is required to keep all assigned areas safe. Emergency service includes cleaning up water or debris caused by inclement weather, precipitation, wind, broken or leaking pipes, sinks, toilets, drinking fountains, mud or water tracked through the buildings, spilled drinks, and other similar occurrences. Since the purpose of this service is to help eliminate the risk of personal physical injury, it may be reported to the Contractor by any occupant, at any time, and the Contractor must respond immediately. Any question to the legitimacy of an emergency service request shall be immediately (within 24 hours) brought to the attention of the Contracting Officer (CO) in writing.
- b) **Emergency Non Standard Work Order:** Any emergency work outside of the scope of this contract, such as flood or other emergency situation that occurs at a time when Contractor Staff are off duty (weekend, Government holiday, late at night, etc...). In such cases, the Contractor shall provide service immediately until the emergency situation is resolved.
- c) **Misc. Utility Jobs:** Up to one (1) hour a business day of labor available at the COTR's request to accomplish the type of work specified in C.2.(c). Not to exceed 240 hours per year.
- d) **Vacant Space:** Any office space designated by the Contracting Officer's Technical Representative (COTR) that is unoccupied, and not being used to conduct business.
- e) **Daily:** Services performed once or more every 8 hour - period.
- f) **Weekly:** Services performed once every seven (7) day period with a minimum of five (5) days between services.
- g) **Bi-weekly:** Services performed during each fourteen (14) day period with a minimum of ten (10) days between services.
- h) **Monthly:** Services performed during calendar months at intervals of twenty-eight (28) to thirty-one (31) days.
- i) **Bi-Monthly:** Services performed once every sixty (60) calendar days, with a minimum of four-five (45) days between services.
- j) **Quarterly:** Services performed during the contract period at intervals of eighty (80) to one hundred (100) days. It is to be considered that there are four (4) quarterly periods within any twelve (12) month period. The Contractor shall endeavor to adhere to a ninety (90) day schedule for the various sections. These services are subject to advance scheduling.
- k) **Semi-Annually:** Services performed during the contract period of 160 to 200 days. It is to be considered that there are two (2) semi-annual periods within any 12 month period. These services are subject to advance scheduling.
- l) **Annually:** Services performed during the period at intervals of every 262 to 365 days. It is to be considered that there is one annual period within any 12-month period. These services are subject to advance scheduling.

- m) Windows: All glass surfaces around the perimeter of the buildings. Included also are various interior finishes such as door glass, glass partitions, etc....
- n) Floor Maintenance: All floors accessible to floor machines shall receive floor maintenance.
- o) Janitorial Closet: Various points throughout the buildings for storing equipment including mops, brooms, dust cloths, and other items.
- p) Compactor Operator: A Contractor employee who dumps all trash collected into the compactor hopper and operates to compact the trash.
- q) Office: A room in which administrative and/or clerical activities are conducted.
- r) Main Corridor: Passageway.
- s) Secondary Corridors: All corridors other than the main corridor.
- t) Dusting: Application of treated hand dust rag on all horizontal and vertical surfaces below 72 inches.
- u) Spot Cleaning: Removal of stains or marks from specific areas of carpeted or tiled floors.
- v) Vacuum: To utilize vacuum machine to vacuum all exposed carpeted surfaces.
- w) Snow Removal: Clearing and preventing snow and ice from walkways, landings, steps etc.

C.2 GENERAL STATEMENT - SCOPE OF WORK

a) The Architect of the Capitol (AOC) is seeking a Janitorial/Cleaning Contractor to provide all management, supervision, labor, materials and equipment to provide the full range of Janitorial/Grounds Maintenance and Snow Removal Services for the United States Capitol Police Facilities as noted in the clause entitled PERFORMANCE LOCATIONS at Paragraph F.2 under a firm-fixed unit price contract. The Contractor shall perform the work required by this contract in accordance with established AOC cleaning standards as defined in attachments J.6 entitled "CLEANING STANDARDS (05/04)" and J.7 entitled "DAY CLEANING OPERATIONS (05/04)" and the requirements stated herein, including attachments J.1 entitled "ROUTINE TASKS AND FREQUENCIES" and J.2 entitled "PERFORMANCE STANDARDS" listed in Section J. The scope of work described in this document quantifies general levels of service expectations and shall not be construed as all inclusive.

b) Failure to perform in accordance with the statement of work shall be subject to provisions of the articles entitled "NON-PERFORMANCE OF SERVICES," "DEDUCTIONS FOR NON-PERFORMANCE OF SERVICES," and "NON-WAIVER" in Section G.

c) The Contractor shall provide one (1) hour per day to perform miscellaneous utility jobs as requested by the COTR or his designated Representative. Some examples include special cleaning, floor maintenance, assisting in moving furniture and equipment, moving boxes etc Tracking of these hours will be by service call desk's utility tickets. See C.18 Additional Service.

d) Under unique emergency situations, i.e., water damage from broken pipes, natural or man made emergencies, an Emergency Work Order (EWO) for additional services may be placed orally by the COTR or his designated representative. In doing so, the COTR will notify the CO within 24 hours. Within five (5) days of the emergency, the Contractor shall provide the CO with a written notification which includes the date and times (begin and end) of the emergency, the nature of the emergency, and a detailed cost proposal along with a funding document. The CO shall confirm EWO's in writing. The Contractor shall be responsible for

the first five hundred dollars (\$500.00) in emergency repairs, up to 10 emergencies per year. The Contractor shall be compensated for repairs after the first five hundred dollars and after negotiations (if necessary) are concluded.

e) Some tasks shall be performed after normal working hours in order to minimize disruption of Government business. Floor stripping and waxing, carpet cleaning (annual cleaning), garage floor cleaning, etc... shall be accomplished after normal working hours.

C.3 KEYS

a) The Contractor will be issued keys for space assigned for office and storage use. Most space in the building will be unlocked and is accessible during normal working hours. Some areas remain locked however, and require scheduled work in accordance with this contract. In such cases, the Contractor shall notify the COTR or designated Representative in writing within 8 hours of being lost and access will be arranged.

b) Contractor employees will be issued Key Cards as necessary to gain access into the building during authorized working hours. Lost Key Cards will be reported to the COTR or designated Representative immediately (within 24 hours of key cards being lost).

c) The Contractor shall be required to replace, or to reimburse the Government for replacement, or re-keying of locks as a result of the Contractor losing keys. In the event a master key is lost or duplicated, all locks and keys for the system shall be replaced by the Government, with the total cost deducted from the monthly payment due to the Contractor.

d) The Contractor shall report to the COTR the occurrence of a lost key or keys immediately (within 24 hours of keys being lost).

e) It is the responsibility of the Contractor to prohibit the use of keys issued by the Government of any persons other than the Contractor's employees. It is also the responsibility of the Contractor's employees to prohibit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas.

f) Lock rooms in security areas after cleaning and return keys to the designated office as applicable.

C.4 STORAGE SPACE, TELEPHONE AND RECORDS

a) The Government shall provide designated space in the buildings and a reasonable amount of utilities from existing sources. These utilities are to be used for the performance of this contract. The Contractor shall maintain such building space to the same standards as similar areas occupied by the Government. The Contractor shall not make any alterations to the space except with written permission of the COTR. The Contractor shall vacate such building space and restore the premises to the condition in which received, at its expense, fair wear and tear excepted, by end of contract period.

b) Space may be assigned, as available in the building, for the storage of an inventory of supplies and equipment that will be used in the performance of work under the contract. The supplies and equipment will be used in the performance of work under the contract. The Contractor shall keep such areas clean and orderly at all times. The Government will not be responsible in any way for damage or loss to the Contractor's stored supplies, materials, or equipment replacement parts.

c) The Contractor shall maintain and shall make available to the Contracting Officer's Technical Representative (COTR), upon request, all payroll records, training records, invoices for materials, books of

accounts and other relevant records pertinent to this Contract for the purpose of inspection and audit of such records.

d) Telephones are for the Contractors' use in making calls in the buildings is for business purposes only. The Contractor shall provide and bear the expense for cellular telephone service, for private outside business for his/her use in making calls outside the building, including answering service for their on-site supervisory staff. In addition the Contractor shall provide the Supervisor(s)/Contract Job Manager(s) with paging devices or other communication devices to be worn at all times during the performance of the work.

C.5 SUPERVISION/CONTRACT JOB MANAGER

a) The Contractor shall provide an adequate number of trained, qualified, full-time, on-site Supervisor(s)/Contract Job Manager(s), exclusively for the Contract. The Supervisor(s)/Contract Job Manager(s) shall be literate to include: reading, writing, speaking and understanding the English language; and be able to adequately communicate with all of the Service Workers. Supervisors(s)/Contract Job Manager(s) shall have full authority to act for the Contractor and serve at all times to carry out the provisions of the Contract. Should the Supervisor(s)/Contract Job Manager(s) be away from the site or otherwise not able to respond to pages or telephone calls, another authorized person shall be designated in writing to act in his place, and with commensurate authority for the Contractor.

b) The Supervisor(s)/Contract Job Manager(s) shall make sufficient inspections to ensure the services are performed as specified. In addition to these inspections, the Supervisor(s)/Contract Job Manager(s) shall prepare a written inspection of at least one Area Assignment Tour each day. The Supervisor(s)/Contract Job Manager(s) shall use Assignment Checklists as appropriate for these inspections. The Supervisor(s)/Contract Job Manager(s) shall provide a copy of all such inspections to the Contracting Officer's Technical Representative (COTR) at the end of the work shift during which the inspection was conducted.

c) All supervisory personnel engaged in directing work to be accomplished under this contract shall be experienced in directing custodial or similar type activities.

d) The Supervisor(s)/Contract Job Manager(s), or his designee, shall be on-call at all times during the performance of the work. The Supervisor(s)/Contract Job Manager(s) shall make himself available to the Contracting Officer's Technical Representative (COTR) to discuss performance of the work or other provisions of the Contract.

e) The Supervisor(s)/Contract Job Manager(s) shall be adequately trained in the compliance of all applicable OSHA, EPA, and other Federal, State and Local laws and regulations regarding the equipment and materials that may be encountered in the performance of the work.

f) The Contracting Officer's Technical Representative (COTR) may request the Contractor to remove any Supervisor/Contract Job Manager if it is determined the individual is not performing the work in accordance with the terms and conditions of the Contract.

g) The Contractor shall maintain a list of all employees working in the USCP Facilities. This list shall be maintained and updated at all times, and shall be given to the Contracting Officer (CO) or the Contracting Officer's Technical Representative (COTR) upon request.

h) The Contractor shall assign sufficient daytime staffing to be responsive to complaints relating to cleaning. The supervisor or his/her representative shall respond within eight (8) hours after notification. Emergencies shall be responded to immediately, within thirty (30) minutes after receiving notice of the emergency. The Contractor shall provide the telephone and or pager numbers of the supervisor and alternate to the CO within Ten (10) calendar days from the effective date of the contract.

C.6 CONTRACTOR'S PERSONNEL

- a) The Contractor shall provide trained and qualified personnel at all levels of required job performance. The Supervisor(s)/Contract Job Manager(s) and all assigned employees shall be able to perform the work in accordance with the Contract Documents.
- b) Within the premises whether on or off duty, the Contractor's employees shall conduct themselves in an orderly and safe manner. Smoking is not permitted. Fighting or engaging in horseplay, being under the influence of alcohol or drugs, or bringing alcohol or drugs into any of the USCP facilities, gambling, soliciting, stealing, taking pictures or bringing cameras or other photographic devices anywhere on the property, and any immoral or otherwise undesirable conduct shall not be permitted and shall result in immediate and permanent removal of any employee engaging in such conduct from work under this contract.
- c) The personnel employed by the Contractor shall be trained in custodial type work. The building shall be fully staffed beginning the first day of work under the contract. The Contractor's employees shall be made familiar with the building fire alarm system and trained by AOC personnel on the procedures to follow in the event of fire or other emergency.
- d) No food or beverage is to be consumed by Contractor employees anywhere except for spaces designated by the AOC, or the cafeterias during their hours of operation. In addition, Contractor employees are not allowed to take breaks in any area other than spaces designated by the AOC.
- e) The Contractor will not use passenger elevators during public hours to move freight, supplies or equipment unless approval is obtained in advance from the Contracting Officer or his designated representative. Such use will be restricted to the freight elevator except when the building is closed. The Contractor will be responsible for the protection of any elevator used to transport supplies, equipment and materials. The Contractor will be held liable for any damage by Contractor employees.
- f) The Contractor will be allowed to use the loading dock for receipt and shipment of supplies, equipment and materials. The Contractor is required to coordinate the receipt and/or deliveries to avoid interference with other operations. The Contractor may be subject to security checks by the U.S. Capitol Police on all incoming and outgoing deliveries. Vehicle access to the loading dock during night-time hours shall be coordinated with the U.S. Capitol Police.
- g) It is the responsibility of the Contractor to ensure that all articles of possible personal or monetary value found by the Contractor's employees are turned into Building Security.
- h) The CO has the authority to restrict the employment, under the contract, of any Contractor employee who is identified as a potential threat to the health, safety, security, general well being or operational mission of the Facilities and their populations. The CO may require the Contractor to remove any employee from the job site found objectionable by the Government. The removal from the job site of such persons shall not relieve the Contractor of the requirement to provide sufficient personnel to perform adequate and timely services.
- i) The Contractor shall immediately notify the COTR and CO in writing when a decision to terminate an employee has been made.
- j) The Government may require medical screening of Contractor personnel, at Contractor expense, to ascertain whether employee(s) have been using controlled substances.
- k) The Contractor shall ensure appropriate staff participation in any training scheduled by the Government during normal working hours.

C.7 GOVERNMENT FURNISHED UTILITIES AND EQUIPMENT

- a) Electrical power at existing outlets will be furnished to the Contractor for the operation of such equipment necessary for the effective performance of the contract work. Portable cords for power-operated equipment shall be properly grounded and installed as approved by the Architect of the Capitol. The Government will not be held responsible for power outages. Hot and cold water is also provided, from existing outlets. No new supply locations or special temperature sources of hot or cold water will be provided. The Contractor shall protect from damage all existing outlets for utilities and shall repair any damage to these facilities resulting from failure to comply with the requirements of the Contract, or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor. In addition, the Contractor shall use all reasonable care to conserve the utilities provided.
- b) Janitor's closets, where available, shall be kept clean by the Contractor. Closets shall not be used for storage of other items than these identified in the contract.
- c) The Contractor shall be directly responsible for instructing employees in utility conservation practices. The Contractor shall be responsible for operation under conditions, which preclude the waste of utilities.
- d) The Contractor employees shall not adjust mechanical equipment controls for heating, ventilation and air conditioning systems.
- e) Lights shall be used only in areas at the time when work is actually being performed.
- f) Water faucets or valves shall be turned off after the required usage is complete.
- g) Windows shall be closed and lights and fans turned off when not in use.

C.8 CONTRACTOR FURNISHED SUPPLIES, MATERIALS, CHEMICALS, TOOLS AND EQUIPMENT

- a) The Contractor shall provide all cleaning materials required to execute the contract. The Contractor shall provide Material Safety Sheets (MSDS) to the COTR for approval prior to the use of any chemicals used in the performance of this contract. See the article entitled "MATERIAL SAFETY DATA SHEETS" in Section I and Attachment J.3 entitled, 'CHEMICALS AND SUPPLIES', for additional requirements for these items.
- b) The Contractor shall, to the greatest extent possible, use products with recycled materials. Preference should be given to concentrated cleaning products which use ecologically sound packaging, and are phosphate-free, non-corrosive, nonflammable, and fully biodegradable.
- c) Any material which the COTR suspects of not meeting federal specifications shall be tested by a recognized testing laboratory at the Contractor's expense when requested by the Contracting Officer's Technical Representative. A copy of the laboratory report giving the results of the test and a sample of each product shall be submitted to the COTR.
- d) All applicable contractor-furnished equipment (e.g., cleaning carts, scrubbers, buffers, vacuums, etc.) shall include bumpers/guards of some type to prevent marking or scratching of fixtures, furnishings, or building surfaces.
- e) All electrical equipment used by the Contractor shall meet all safety requirements of this contract and shall be UL approved. This equipment must operate using existing building circuits. It shall be the

responsibility of the Contractor to prevent the operation or attempted operation of electrical equipment, or combinations of equipment, which require power exceeding the capacity building circuits. Inoperable equipment is not cause for tasks not to be performed; appropriate deductions will be made by the CO.

- f) The Contractor shall furnish and use beater bar and HEPA filtered type vacuums for carpeted floors.
- g) The Contractor shall furnish replacement black/gray plastic trash can liners for each trash can.
- h) The Contractor shall furnish paper hand towels, toilet paper, both hand and shower soap, replacement deodorizer cartridges and sanitary toilet seat covers for all toilet rooms. Samples shall be submitted to the COTR for approval prior to the effective date of the contract, and whenever a change occurs. The Contractor shall give the COTR examples with their proposal of paper towel dispensers that could be more suitable for the headquarters building after the Contract has been awarded.
- i) The Contractor shall furnish and stock feminine sanitary supplies in the Women restrooms, refund for malfunctions and keep dispensers in working order.
- j) The Contractor shall provide protective gloves, safety eyeglasses and any other safety equipment needed to execute the contract.
- k) The Contractor shall provide the necessary labor, supplies and equipment needed to perform grounds maintenance services (policing of trash only) in accordance with the terms of the contract.
- l) Environmental requirements for industrial and institutional cleaners, the Contractor shall use "Green Cleaners."

C.9 SAFETY AND HEALTH

- a) The Contractor shall notify the COTR in writing at least fourteen (14) calendar days prior to intended use of any chemicals.
- b) Contract employees are required to wear protective gloves when emptying trash receptacles.
- c) Contractor Employees must report surfaces that are obviously contaminated with blood or bodily fluid to the USCP and to the COTR before removing or handling such items. Contractor employees must wear gloves when handling such items or surfaces obviously contaminated with blood or bodily fluid. The Contractor shall report all such cases to the COTR and the USCP immediately.
- d) Hands and other skin surfaces should be washed immediately (right after gloves are removed) and thoroughly with water and antiseptic cleanser if contaminated with blood or other bodily fluids.
- e) Hands should be immediately (right after gloves are removed) washed after gloves are removed.
- f) Contractor Employees should wear eye protection when cleaning toilets, sinks, or other fixtures.
- g) Clothing which becomes contaminated with blood or other bodily fluids should be removed immediately (or as soon as possible) and separated from other clothing until properly laundered.
- h) Areas and equipment, which become contaminated with blood or other bodily fluids, should be cleaned immediately with a bleach solution in accordance with existing practices.

- i) Precautions must be taken to prevent injuries caused by needles, syringes and other sharp objects. The Contractor shall report such items (if found) to the USCP and the COTR immediately. The Contractor shall let the USCP remove such items.
- j) Contractor employees must report all injuries, no matter how slight, to the Contractor's supervisor immediately (within 30 minutes of the time the injury accrued). All injuries should also be reported to the COTR.
- k) "Caution-wet-floor" signs are to be used as needed whenever a slippery floor condition is identified.

C.10 UNIFORMS

a) The Contractor shall require all employees, including Supervisors, to wear distinctive clothing for ready identification, and assure that every employee is in uniform from the date an employee first enters on duty. Employees shall wear shirts and trousers, coveralls, or full sized smocks, as appropriate. The uniforms shall have the Contractor's name easily identifiably affixed in a permanent, or semipermanent manner, such as a badge or monogram. Any color, or color combination may be used for uniforms. Employees shall be required to dress neatly, commensurate with the tasks being performed. The Government will restrict access if employees are improperly attired. In addition, the Contractor's employees shall be required to wear Government identification cards while on duty as described in the article entitled "SPECIAL SECURITY REQUIREMENTS" in Section H.

C.11 NEEDED REPAIRS

a) The Contractor shall be responsible for promptly notifying the Contracting Officer's Technical Representative, or his designated representative, of needed repairs and/or damage to fixtures or the facility observed during the performance of the work (e.g., chemical spill, leaking pipe, stopped up sink, power outage, and doors or other equipment that appear to be working improperly). See attachment J.4 entitled "FORM A - NEEDED REPAIRS REPORT" listed in Section J, as an example of the type of form the Contractor shall use for this purpose. Any item of a critical, priority, or emergency nature will be verbally reported to the Contracting Officer's Technical Representative immediately upon discovery with written notification to follow prior to the end of the work shift.

C.12 SUBMITTALS

a) Within fifteen (15) calendar days after award, and at the beginning of each contract period, the Contractor shall prepare and furnish a copy of an organization chart for janitorial forces and supervisors working under this contract. The organization charts shall be updated whenever a change is made and shall show assigned work areas of each employee, by name, position and scheduled hours of work. Any Changes in Key Personnel, i.e: Supervisors/Contract Job Managers, must be approved through the Contracting Officer. All updated copies of the organizational chart shall be given to the COTR within two business days of any changes.

b) The schedule will indicate the hours of the daily work and the days of the week that weekly work will be performed. The proposed schedule shall list the type of work to be performed, the areas to be worked, the estimated time to complete the work in each area, and when scheduled services performed weekly or less frequently fall on a holiday, the alternate dates shall be specified. The Operating Plan shall also include a list of all cleaning supplies to be used, subject to the COTR approval.

c) Within thirty (30) days after Contract award, the Contractor shall submit a written snow/ice removal plan to the COTR that details the Operating Plan and Procedures which shall be followed to satisfy the requirements "Under Snow Removal" listed in Attachment J.1. The Contractor shall insure that all emergency phone numbers of key personnel involved in the snow removal plan are listed.

d) The Contractor shall establish a complete Quality Control Program to ensure the requirements of the contract are met. It shall be submitted to the CO for approval within ten (10) calendar days from the effective date of the contract. Any amendments to the same shall be submitted to the CO at least ten (10) days prior to implementation for approval. The program shall, at a minimum, include the following:

1. An internal inspection system covering all the services to be performed under this contract. It must include a checklist that will specify areas to be inspected on either a scheduled or unscheduled basis and the title of the individual(s) who will do the inspection.

e) The Contractor shall provide a method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable. This method shall be approved by the COTR.

f) A method of ensuring that all keys or key cards issued to the Contractor by the Government are not lost, misplaced, and are not used by unauthorized persons, this method shall be approved by the COTR.

g) A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be provided to the COTR within seven (7) calendar days from the date requested by the Government. The Government will monitor the Contractor's performance under this contract using the quality assurance procedures specified herein.

h) The quantities listed in Attachment J.5 "Building Statistics Information" represent estimates. Ten (10) days after the Contract has been approved a joint space survey shall be conducted between the Government and the Contractor representatives to confirm and agree that figures provided in Technical Exhibit One (1) are in fact accurate. Any changes to these figures shall be brought to the attention of the CO and an appropriate modification will be made to the contract.

i) Within fifteen (15) calendar days after award of the contract, and at the beginning of each contract period, the Contractor shall submit to the COTR a detailed and complete Operating Plan with the annual schedule of the dates of all services to be performed. In addition, the schedule will indicate the hours of the daily work and the days of the week that weekly work will be performed. The proposed schedule shall list the type of work to be performed, the areas to be worked, the estimated time to complete the work in each area, and when scheduled services performed weekly or less frequently fall on a holiday, the alternate dates shall be specified. The Operating Plan shall also include a list of all cleaning supplies to be used, subject to the COTR approval.

C.13 PARKING

a) No parking permits or spaces will be provided for the Contractor or his employees.

C.14 TIMELY PERFORMANCE

a) The Contractor shall be responsible for the complete and timely performance of all the services under the Contract.

b) If the Contractor fails to maintain the approved schedule of progress, or if in the opinion of the Architect of the Capitol, the Contractor's work methods are not adequate to assure completion of the work per the allotted schedule, the Architect of the Capitol may direct the Contractor, at no additional costs to the Architect of the Capitol, to revise his work schedule to ensure completion of the work.

C.15 SHIFT REPORT

- a) At the beginning of each work shift, the Supervisor/Contract Job Manager shall report, in writing, to the Contracting Officer's Technical Representative area assignments which were not filled from the previous shift.
- b) The Contractor shall prepare, keep on file and furnish a copy to the Contracting Officer's Technical Representative by the end of each work shift, a shift report which includes the following information for the previous work shift:
 - 1. A list of the names of all personnel present for work, showing the name of each person for each Area Assignment, as certified by the Contractor's time records.
 - 2. The format of this document shall be approved in advance by the COTR.
- c) The Contractor shall post inspection tour sheets at the request of the COTR at each facility location.
- d) The Contractor shall be required to sign in and sign out of each facility when entering or leaving a USCP facility. This includes both supervisors and non-supervisors. The Government shall provide a log book for this task at each facility.
- e) The Contractor shall provide a file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be provided to the COTR within seven (7) calendar days from the date requested by the Government. The Government will monitor the Contractor's performance under this contract using the quality assurance procedures specified in the contract.

C.16 CHANGES OF SPACE

- a) The quantities listed in Technical Exhibit One (1) represent estimates. Ten (10) days after the Contract has been approved a joint space survey shall be conducted between the Government and the Contractor representatives to confirm and agree that figures provided in Technical Exhibit One (1) are in fact accurate. Any changes to these figures shall be brought to the attention of the CO and an appropriate modification will be made to the contract.
- b) If, at any time in the life of this contract, the amount of space in a specific area of Technical Exhibit One (1) changes more or less than 5,000 square feet, it shall be brought to the attention of the COTR in writing by the Contractor, and an appropriate modification will be made to the contract.
- c) Changes to the occupied space that the Contractor is required to clean will generally be in the category of general carpeted office space. When blocks of space that total 5,000 square feet or more are either expected to remain unoccupied, or become occupied, for 30 calendar days or longer, adjustments will be made to the monthly payments due to the Contractor. The Government will notify the Contractor, in writing of the effective date of the areas that are to be dropped, and/or added to the normal cleaning schedule at least three full working days in advance of these dates. The period for any adjustment for changes in space will begin on the effective date as stipulated in writing. The 5,000 square feet may be made up of small blocks of space in the same building.
- d) The adjustment for vacant space will be computed as follows:
 - .1 $\text{Monthly Adjustment} = \text{Daily adjustment rate multiplied by square footage of vacant space; further multiplied by number of workdays (include holidays) in the month the space was vacant.}$
- e) A modification to the contract will be issued to reflect the adjusted requirements under the contract.

C.17 RELIEF FOR ABSENTEEISM AND VACATION SCHEDULES

- a) The Contractor shall provide relief personnel as necessary and work overtime if required at no additional cost to the Architect of the Capitol to ensure that the work is performed as specified.

C.18 ADDITIONAL SERVICES

- a) The Contractor shall provide for additional services when ordered by the Contracting Officer, which are in addition to the services specified as basic services. Orders for additional services may be placed orally by the COTR in the event of an emergency (such as natural flooding of a particular section of the building or other natural or man made crisis that could befall the USCP Facilities). All other orders shall be placed by the Contracting Officer.
- b) The Contractor shall be responsible for the first five-hundred dollars (\$500.00) for (each) additional emergency service up to 10 emergencies per year. The Contractor shall be compensated for additional emergency services after the initial five-hundred dollar amount has been used for each emergency. The total number of hours of Additional Services ordered during the initial twelve month period of any individual option period thereafter is not estimated to exceed 240 person hours per year.
- c) This Additional Services provision is intended to be satisfy the Government's short term nonrecurring needs for service. Should a continuing need for additional service arise, a contract modification will be negotiated.
- d) The Contractor shall keep an updated emergency call list of company employees at all times who shall be call in case of an emergency.
- e) The Contractor MUST be equipped to accept the Government Credit Card for these Additional Services.

END OF SECTION C

SECTION E
INSPECTION AND ACCEPTANCE

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SECTION E

INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996	52.246-4

END OF SECTION E

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F

DELIVERIES OR PERFORMANCE

F.1 AOC522.11-4 TERM OF CONTRACT (JUN 2004)

The term of contract shall be from award of contract through September 30, 2006, with four one year options.

F.2 PERFORMANCE LOCATIONS

Inspection services will be performed at the:

- 1) United States Capitol Police Headquarters Facility located at 119 D Street, SW Washington, D.C.
- 2) United States Capitol Police Vehicle Maintenance Division Facility located at 67 K Street, SW Washington, D.C.
- 3) United States Capitol Police Hazardous Device Section Facility located at 67 K Street, SW Washington, D.C.
- 4) United States Capitol Police Offsite Delivery Facility located at 1430 South Capitol Street, SE (P Street Warehouse) Washington, D.C.
- 5) United States Capitol Police K-9 Facility located at Blue Plains (DC Village) Washington, D.C.
- 6) United States Capitol Police Kiosks Units located in Washington D.C. (Capitol Hill Area).
- 7) United States Capitol Police Crib Facility located at 190 D Street, SW Washington, D.C.
- 8) United States Capitol Police 3rd Street Trailer located at 3rd and Constitution Ave Washington, D.C.

F.3 HOURS OF PERFORMANCE

a) Services shall be performed Monday through Friday between the hours of 6:30 a.m. and 6:30 p.m. daily in all USCP facilities except the police headquarters facility which will be maintained Monday through Sunday. The Contractor shall work between the hours of 7:30 am to 4:00 pm. on Saturdays and Sundays at the headquarters facility. Except as noted elsewhere in the contract. Prior approval of the COTR is required before additional, non-scheduled work may be performed on weekends. This practice is not encouraged. In the event services are not provided or required because the facility is closed due to inclement weather, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, etc., the Government reserves the following options:

1. The Contractor may be required to perform the work contractually specified over a number of immediately subsequent day(s) equal to the period of the shutdown, except Saturday or Sunday, unless routine work is scheduled for Saturday or Sunday. When a service is required less than three times per week and the time for that service falls on a holiday, the work shall be accomplished on the day following or preceding the holiday.
2. To forgo the work and reduce payment due to the Contractor accordingly for work not performed, and assesses a deduction against the Contractor.
3. To reschedule the work on day(s) agreed to by the Government and the Contractor.

b) The Contractor shall not be required to provide cleaning services on the following Federal Holidays: Thanksgiving Day, Christmas Day, New Year's Day, President's Day, Martin Luther King, Jr.'s Birthday, Columbus Day, Veterans Day. The work period during any assignment is subject to interruption, contingent upon the legislative requirements of the Congress.

c) The Contractor shall provide service on the following Federal Holidays: Memorial Day, Independence Day, and Labor Day.

d) Some tasks shall be performed after normal working hours in order to minimize disruption of Government business. Floor stripping and waxing, carpet cleaning (annual cleaning), garage floor cleaning, etc., shall be accomplished after normal working hours to be approved by COTR.

F.4 FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

1. Cancel the stop-work order; or

2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

END OF SECTION F

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G

CONTRACT ADMINISTRATION DATA

G.1 AOC52.232-6 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

- (i) Making a correct payment; and
- (ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and --

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

- (1) The contract number;
- (2) The contractor's name and remittance address as stated in the contract(s);
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;

(4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent;
and

(5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital
Accounting Division

Mailing Address:

2nd and D Streets SW
Ford House Office Building
Washington, DC 20515

Telephone:

(202) 226-2552

Facsimile:

(202) 225-7321

(End of clause)

G.2 AOC52.232-2 PAYMENTS - SERVICES (JUN 2004)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Until further notice, properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

(1) Contract number;

(2) Name, address and Taxpayer I.D.of Contractor;

(3) Invoice Date;

(4) Period the payment covers; and

(5) Amount by line item including quantity and unit pricing (see "SCHEDULE OF ITEMS" in Section B).

(b) *Requirement when contractor employee(s) is provided on-site office space.* As verification of the above time records submitted by the Contractor, each of the Contractor's employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COR and a copy thereof will be provided to the Contractor for record purposes.

(c) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration.

(End of clause)

G.3 NON-PERFORMANCE OF SERVICES

(a) The work shall be considered not to have been performed when, in the judgement of the Contracting Officer's Technical Representative, any one or more of the following conditions exist:

(1) The services in an area were not performed in strict accordance with the performance standards (see the attachment entitled: "PERFORMANCE STANDARDS" listed in Section J), were not performed at the specified frequency (see the attachment entitled: "ROUTINE WORK TASKS AND FREQUENCIES" listed in Section J), or were not performed during the specified shift.

(2) The specified equipment, tools, or chemicals were not available, were not used, were not used correctly, or were not in good operating condition.

(3) The employee performing the work was not uniformed in accordance with the requirements of the Contract.

(b) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price, in accordance with the article entitled "DEDUCTIONS FOR NONPERFORMANCE OF SERVICES" in this section.

G.4 DEDUCTIONS FOR NON-PERFORMANCE OF SERVICES

a) The table "Deduction Table for Unsatisfactory Performance" is a listing of contract requirements considered most critical to satisfactory contract performance. Included also is the maximum allowable percentage (per hundred units) of deviation from perfect performance of each requirement allowed by the Government before the contract performance is considered unsatisfactory. This is identified as the Acceptable Quality Level (AQL) and represents the level of quality the Government expects of the Contractor. The AQL does not imply that the Contractor may knowingly perform in an unsatisfactory way; it implies that the Government recognizes that unsatisfactory performance sometimes happens unintentionally. As long as unsatisfactory work does not exceed the AQL, the service will not be subject to payment reduction by the Government. The Contractor, however, must re-perform all unsatisfactory work unless excused by the CO.

b) The Government's quality assurance procedures are based on random sampling of the recurring critical output services of the contract. Other areas will be reviewed periodically (i.e. weekly, monthly, quarterly).

c) Government inspections against Contractor requirements identified in the Scope of Work will be the criteria for determining acceptable and unacceptable levels of performance by the Contractor.

d) When the of defects in the Contractor's performance is discovered by the CO or COTRt, the Contractor shall be required to complete a Contract Discrepancy Report (CDR). The Government will require the Contractor to explain in writing why performance was unsatisfactory, how performance will be returned to satisfactory levels and how recurrence of the problem will be prevented in the future.

e) Monthly payment to the Contractor shall be reduced for unsatisfactory performance using the following methods.

1. Each month, the Contractor's performance will be compared to contract standards and acceptable quality levels.
2. If performance in any required service is unsatisfactory, and the unsatisfactory performance is clearly the fault of the Contractor, a percentage of the Contractor's monthly invoice will be deducted. The percentages to be used are pre-determined and listed on the Deduction Table for Unsatisfactory Performance.

DEDUCTION TABLE FOR UNSATISFACTORY PERFORMANCE

	<u>Contract Requirement</u>	<u>AQL</u>	<u>Deduction from Monthly Invoice</u>
1.	Toilet cleaning or servicing	100%	1%
2.	Toilet room cleaning	100%	1%
3.	Office cleaning	100%	1%
4.	Cleaning storage space	100%	.5%
5.	Cleaning executive space	100%	1%
6.	Cleaning vacant space	100%	.5%
7.	Freight elevator cleaning	100%	.7%
8.	Sweep & dust stairways	100%	.5%
9.	Mop stairways	100%	.8%
10.	Main lobby, entrance, corr., cleaning	100%	1%
11.	Secondary entrance, lobs./corr., cleaning	100%	.7%
12.	High cleaning	100%	.5%
13.	Loading dock area	100%	.8%
14.	Exterior cleaning	100%	.8%
15.	Dusting blinds	100%	.5%
16.	Washing blinds	100%	.7%
17.	Drinking fountains	100%	1%
18.	Kiosks	100%	1%

19. Miscellaneous work:
Any other omitted or unsatisfactory work not specifically listed above, or which does not clearly fall into one of the above categories, that the AOC has performed by others due to Contractor's failure to perform.

G.5 AOC52.201-1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

G.6 AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JUN 2004)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies or cost, or (b) cost, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

END OF SECTION G

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 AOC52.228-4 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (JUN 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

H.2 AOC52.232-12 ASSIGNMENT - SUPPLEMENT (MAR 2005)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 ASSIGNMENT OF CLAIMS.

(End of clause)

H.3 AOC52.223-5 SPECIAL SECURITY REQUIREMENTS - SERVICES (MAR 2005)

(a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" in Section J for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.

(d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police Headquarters, 119 D Street, N.E.

(e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.

(f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the

employee(s) **at all times** during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation, will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor.

(h) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(i) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.

(End of clause)

H.4 AOC52.223-8 DELIVERY VEHICLE INSPECTION REQUIREMENTS (SEP 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) *Mobile Vehicle and Cargo Inspection System (Mobile VACIS)*. All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

(i) List of drivers;

(ii) Date of birth for each driver;

(iii) Social Security Number of each driver;

(iv) Vehicle make;

- (v) Vehicle model;
- (vi) License tag number and state where vehicle is licensed;
- (vii) Color of vehicle; and
- (viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) *40 P Street SE inspection facility.* All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 40 P Street, SE, in compliance with instructions as provided elsewhere in this contract.

(End of clause)

H.5 AOC52.222-5 COLLECTIVE BARGAINING AGREEMENTS (JUN 2004)

The Contractor shall comply with the requirements of Paragraph 52.222-41(m), Service Contract Act of 1965, as amended, regarding collective bargaining agreements. The information required shall be FAXED to 202-225-3221 or hand carried to: Procurement Division, Room H2-263, Ford House Office Building, 2nd and "D" Streets, S.W., Washington, D.C. - 20515. The agreement can also be FEDEXed to the following address:

Architect of the Capitol
Procurement Division
Ford House Office Building
Attn: Lauren Wilson
Room H2-263
Second and "D" Streets, S.W.
Washington, DC 20515

(End of clause)

H.6 AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC (JUN 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) "General public", for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

H.7 AOC52.211-1 KEY PERSONNEL (MAR 2005)

(a) The Contractor shall assign to this contract the following key personnel: (the name(s) of the key personnel shall be completed at time of award)

Name	Title	Telephone No.
<hr/>		
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(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by Paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by Paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(d) The approval of substitute personnel will not be considered to be grounds for an increase in the contract price.

(e) The special security requirements in AOC52.223-5, Special Security Requirements - Services, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(End of clause)

H.8 AOC52.211-2 APPROVAL OF SUBSTITUTE CONTRACTOR PERSONNEL (JUN 2004)

(a) During the first ninety days of performance, the Contractor shall make no substitutions of personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (b) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (b) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(b) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced.

(c) This paragraph applies only to a labor hour or time-and-materials contract. The Unit Price (hourly labor rate) for the approved substituted personnel shall remain the same as the rates of the relevant labor category, in the applicable Base Year or any of the subsequent Option Years (see the "SCHEDULE OF ITEMS" in Section B).

(d) The special security requirements in AOC52.223-5, Special Security Requirements - Services, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(End of clause)

H.9 AOC52.223-4 TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS (JUN 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

END OF SECTION H

SECTION I

CONTRACT CLAUSES

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SECTION I

CONTRACT CLAUSES

I.1 AOC52.202-1 DEFINITIONS (JUN 2004)

- (a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.
- (b) The term "Architect" as used herein means the Architect of the Capitol.
- (c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.
- (d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

I.2 AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (JUN 2004)

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- (a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.
- (b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.
- (c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(End of clause)

I.3 AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (JUN 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

I.4 AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term “subcontract” as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

I.5 FAR52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

I.6 AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

I.7 AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

I.8 FAR52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only;
It is not a Wage Determination*

Employee Class	Monetary Wage - Fringe Benefits	
Janitor/Supervisor (WG-2)	\$16.89/hr.	
1. FERS Benefit		\$2.70
2. Medicare		.25
3. Social Security		1.05
4. Thrift Savings Plan		.84
5. Life		.08
6. Health		<u>1.52</u>
	TOTAL	\$23.34
Janitor (WG-2)	\$10.39/hr.	
1. FERS Benefit		\$1.66
2. Medicare		.16
3. Social Security		.64
4. Thrift Savings Plan		.52
5. Life		.05
6. Health		<u>.94</u>
	TOTAL	\$14.36

(End of clause)

I.9 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) “Hazardous material” as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (.1) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert “None”)	Identification No.
_____	_____
_____	_____
_____	_____

(If more space is required, attach sheet identified as “Hazardous Materials” and provide both the Material name and Identification Number in the format shown above.)

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award a “Material Safety Data Sheet”, meeting the requirement of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (.b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered non responsible and ineligible for award.

(e) If, after award, there is a change in the composition of the items(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph .d of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government’s rights in data furnished under this contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—
 - .i Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - .ii Obtain medical treatment for those affected by the material; and

- .iii Have others use, duplicate and disclose the data for the Government for these purposes.
- (2) To use, duplicate and disclose data furnished under this clause, in accordance with subparagraph .h.1 of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

ALTERNATE I (JULY 1995)

- (a) Except as provided in paragraph .2 below, the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph .2 of this clause.
- (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
 - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

I.10 AOC52.223-9 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS (SEP 2004)

- (a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.
- (b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.
- (c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.
- (d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.
- (e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

I.11 AOC52.225-1 BUY AMERICAN ACT - SUPPLEMENT (JUN 2004)

In addition to provisions of the above clause entitled, "Buy American Act", the General Provisions of the Legislative Branch Appropriations Act provides in part, as follows:

(a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.

(b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph (a) above, by the Congress.

I.12 AOC 52.228-2 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 2004)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide

and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

I.13 FAR52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.14 FAR52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are presently not available for performance under this contract beyond September 30, 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.15 AOC52.232-7 DISCOUNTS (AUG 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

I.16 AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision

of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however**, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

I.17 FAR52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) *Definition.* "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) **.2** Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within twenty-four (24) hours of use by the Government This notice shall state either:

(1) that the Contractor shall correct or reperform any defective or nonconforming services, or

(2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

I.18 AOC52.203-3 OFFICIALS NOT TO BENEFIT (NOV 2004)

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

(End of clause)

I.19 AOC52.203-4 DISSEMINATION OF CONTRACT INFORMATION (NOV 2004)

Unless otherwise provided in this contract, the Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

(End of clause)

I.20 AOC52.203-5 CONFIDENTIALITY REQUIREMENT (NOV 2004)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect.

(End of clause)

I.21 AOC52.215-11 AUDITS (JUN 2004)

(a) If the price of this contract is changed through the operation of any of the provisions of this contract, the Contractor, within such reasonable time as the Contracting Officer may direct, shall submit complete and accurate cost and pricing data in support of any claim asserted under such provisions.

(b) With the submission of cost and pricing data the Contractor shall supply the following certification by a duly authorized corporate officer, partner, or owner, as applicable:

"This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted to the Contracting Officer in support of a price adjustment under Supplement/Claim No. for _____ (identify by description) are accurate and complete and they are current as of _____ (date).
Date of Execution _____
Firm _____
Signature _____
Title _____"

(c) The Contracting Officer in accordance with the FAR clause "Audit and Records - Negotiation", 52.215-2, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted. The Contractor shall insert an appropriate provision in all subcontracts for the purpose of making the requirements of this paragraph applicable thereto.

(End of clause)

I.22 AOC52.216-6 UNDEFINITIZED CONTRACT ACTIONS (MAR 2005)

(a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The undefinitized contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC

network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and automatically incorporated by reference under any undefinitized contract action issued.

(b) The scope of work as originally issued on the contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the contractor's suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable .

(c) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.

(d) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of funds originally obligated.

(e) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the contractor through means other than the contractor's normal place of business, i.e., the contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.

(f) For the purposes of this clause, e-mail is considered express written permission.

(End of clause)

I.23 AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

I.24 AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS (JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

I.25 AOC52.233-4 DAMAGES FOR DELAY (NOV 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) To the extent that any other provision of this contract is inconsistent with the provisions of this article such other sections will be superseded hereby with respect to the issue of delay damages.

(End of clause)

I.26 AOC52.245-2 GOVERNMENT-FURNISHED PROPERTY (NOV 2004)

- (a) For the purposes of this clause, Government-furnished “property” includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.
- (b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.
- (c) The Contracting Officer’s Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.
- (d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor’s representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor’s representative shall be responsible for the ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.
- (e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.
- (f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the “Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol” before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.
- (g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

I.27 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR REFERENCE</u>
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GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
AUDITS AND RECORDS - NEGOTIATED	JUN 1999	52.215-2
OPTION TO EXTEND SERVICES (30 days)	NOV 1999	52.217-8
WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996	52.222-20
EQUAL OPPORTUNITY	APR 2002	52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-37
SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989	52.222-41
FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 1989	52.222-43
FAIR LABOR STANDARDS ACT OF AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT	MAY 1989	52.222-44
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
BUY AMERICAN ACT - SUPPLIES	JUN 2003	52.225-1
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
EXTRAS	APR 1984	52.232-11
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	52.237-2
BANKRUPTCY	JULY 1995	52.242-13

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR REFERENCE</u>
CHANGES--FIXED-PRICE w/(Alternate II)	AUG 1987 APR 1984	52.243-1
PERMITS, AUTHORITIES, OR FRANCHISES	JAN 1997	52.247-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	52.249-2
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	52.249-8

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SECTION J

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J.3	CHEMICALS AND SUPPLIES	2
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J.5	BUILDING STATISTICS INFORMATION	2
J.6	CLEANING STANDARDS	12
J.7	DAY CLEANING OPERATIONS	18
J.8	KIOSKS LOCATIONS	1
J.9	PAYMENT INFORMATION FORM, ACH VENDOR PAYMENT SYSTEM ..	2
J.10	REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS (for informational purposes only)	1
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SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.2 FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of a Federal government;

(e) *Type of organization.*

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____

(f) *Common Parent.*

_____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

_____ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.3 AOC52.204-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(d) Enter DUNS number:_____.

(End of provision)

K.4 AOC52.204-3 REPRESENTATIONS AND CERTIFICATIONS (NOV 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

K.5 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals –

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plan manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.6 AOC52.209-1 ORGANIZATIONAL AND PERSONAL CONFLICTS OF INTEREST (NOV 2004)

(a) The offeror and resultant contractor certifies that, to the best of the it's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5.

(b) Prior to commencement of any work, the contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the contractor may have.

(c) The offeror and resultant contractor agree to notify immediately the AOC Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(d) If the contractor, under the terms of this contract or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated subsequently into an AOC solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime contractor or subcontractor under an ensuing AOC contract.

(End of provision)

K.7 AOC52.215-8 AUTHORIZED NEGOTIATORS (JUN 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

_____ <u>Name</u>	_____ <u>Title</u>
<u>Telephone:</u> _____	<u>E-Mail:</u> _____

Name

Title

Telephone: _____

E-Mail: _____

Name

Title

Telephone: _____

E-Mail: _____

(End of provision)

END OF SECTION K

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 AOC52.215-1 INSTRUCTIONS TO OFFERORS (FEB 2005)

(a) *Definitions.* As used in this provision --

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror’s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) **A pre-proposal meeting will be conducted at the U.S. Capitol Police Headquarters, 119 D Street, N.E., 4TH Floor Roll Call Room, Washington, D.C. for all prospective offerors on Monday, September 19, 2005 at 11:00 a.m., local time.**

(d) The Architect will conduct one field inspection of the work immediately following the pre-proposal meeting. **Government transportation to off site facilities will not be provided. Offerors are encouraged to park at Union Station.** Those intending to participate shall meet at the address above. Information concerning the meeting may be obtained by telephoning Lauren Wilson at (202) 226-1932.

(e) *Packaging, transmission, and tracking of proposals.* (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Lauren Wilson, Room H2-263 Bid Room, Second and “D” Streets, S.W., Washington, DC 20515. Offeror shall write on the exterior of the package “Bid Documents Enclosed”, “H2-263 Bid Room”, the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. **See “Notice for Delivery” on the front of the solicitation.**

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed “Solicitation, Offer and Award” form as well as a copy of the FEDEX or UPS receipt to Lauren Wilson to (202) 225-3221 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. **OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL.** See notice attached to this solicitation for special instructions.

(f) *Submission, modification, revision, and withdrawal of proposals.* (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due. For the purposes of determining timeliness, the designated Government office is defined as the Pitney Bowes Management Services Capitol Heights Mail Facility at 9140 East Hampton Drive, Capitol Heights, Maryland 20743.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government’s control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

L.2 AOC52.215-2 INTERPRETATIONS AND AMENDMENTS (JUN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established

for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fourteen (14) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to lwilson@aec.gov or via facsimile to (202) 225-3221.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

- (i) Signing and returning the amendment;
- (ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;
- (iii) Letter or telegram; or
- (iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

L.3 AOC52.215-3 RESTRICTION ON DISCLOSURE AND USE OF DATA (JUN 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

- (a) Mark the title page with the following legend:
- “This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)”;

- (b) Mark each sheet of data it wishes to restrict with the following legend:
“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

(End of provision)

L.4 AOC52.215-6 PREPARATION OF PROPOSALS (JUN 2004)

- (a) Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offerors risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 15 and return this solicitation package in its entirety. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (c) For each item offered, offers shall—
- (1) Show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation; and
 - (2) Enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule.
- (d) In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (e) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(End of provision)

L.5 AOC52.215-9 FAILURE TO SUBMIT OFFER (JUN 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

L.6 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of provision)

L.7 PROPOSAL COMPOSITION - SOURCE SELECTION PROCEDURES

(a) Proposals shall be submitted in two major subdivisions: Technical Proposal whose content and arrangement shall be as described in the article, "INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL" of this section, and a Price Proposal, which shall be prepared in detail on a basis as described and set forth in the article entitled, "INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL" of this section.

(b) The Technical Proposal and the Price Proposal portions of each proposal tendered by any offeror shall each be enclosed in a separate sealed package, identified on its outer surface as to content in the manner prescribed in the article entitled "SUBMISSION OF OFFERS" of this section and submitted in the following number of copies:

- (1) Technical Proposal - One original and three (3) copies.
- (2) Price Proposal - One original and one (1) copy.

(c) Each offeror may submit one or more proposals; however, each proposal shall be configured as described above, shall be considered on its own merits as to the completeness of submission and shall not share required documentation, bonding, or other requirements of submission with any other proposal submitted by the same offeror.

L.8 INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL - SOURCE SELECTION PROCEDURES

(a) The Technical Proposal shall be organized in accordance with the following format to facilitate evaluation by the Government. The Technical Proposal shall be subdivided into six subsections: Technical Approach, Management Approach, Key Personnel (Supervisor(s)/Contract Job Manger), Corporate Experience (General Contractor/Major Subcontractors), Past Performance, and Quality Control; indexed by evaluation factor and contained in three ring binders, binder clips, rings, or other methods that allow the material to be viewed and removed easily. Spiral binding is strongly discouraged.

.1 Factor 1 - Technical Approach -

.1 The offeror shall provide a detailed plans, methods and procedures to be used for scheduling and carrying out all phases of the work required by the RFP. To include the following:

.1 A complete list of all chemicals/supplies it proposes to use to perform this work. The listing shall be grouped by type of chemical or supply item. For each item listed, provide the product name, the manufacturer's complete name, address and telephone number, and the intended use of the product.

.2 A listings of tools and equipment it considers necessary and which it will furnish and use to perform this work. For each item proposed, provide the information concerning its intended use and the quantity of the item.

.3 Your proposed on-site staffing plan, listing the number of employees proposed to be provided, and your method of assuring that the services required by this RFP are adequately and consistently provided by qualified personnel. Personnel qualifications include the ability to effectively communicate with the general public as well as with other members of your staff.

.2 Factor 2 - Management Approach -

.1 The offeror shall provide information regarding your corporate staff resources, how they are organized, and the proposed methods of interfacing with and providing any needed support to your proposed Supervisor(s)/Project Manager for the work of this RFP.

.2 The offeror shall provide information sufficient to allow the Government to evaluate your qualifications, and those of your proposed Supervisor(s)/Project Manager the services required by this solicitation including: lines of authority and responsibility for the performance of the work; relevant personnel practices, including a discussion of hiring and promotion policies and procedures; management controls over the workforce; how your management techniques can be expected to identify and correct performance problems.

.3 Factor 3 - Key Personnel (Supervisor(s)/Contract Job Manager) -

.1 The offeror shall provide resume for the key personnel. Resume should document recent and relevant experience (within the past five years) in the management of similar projects of this size and scope, shall be a maximum of four pages, include beginning and ending month and year for each job, and include the following information:

.1 A list of projects and the level of involvement,

.2 List relevant education, training and skills.

.3 A list of five references who can provide appropriate feedback about the quality of performance and technical capabilities. Include a contact name, company, address and current telephone number.

.4 Position and years with the Offeror.

.4 Factor 4 - Corporate Experience - (General Contractor/Major Subcontractors) -

.1 Provide descriptions of current or recently completed contracts performed by the offeror, and any proposed major subcontractors (if any), within the past five years, which shall include descriptions of successfully managed contracts for at least three (3) relevant projects (see L.8.1.5.1 of this section). Each project shall include at a minimum of the following information:

.1 a project identification, location;

.2 contracting agency/owner identification and address;

.3 date of award and completion;

.4 contract award amount/final amount and description of any differences between the award amount and the final amount;

.5 key personnel/subcontractors involved;

.6 brief description of the project; and

.7 point of contract at agency/owner and phone number.

.2 Relevant projects are those which are similar in size, scope and complexity to the work contemplated by this solicitation, and which involve one or more of the following characteristics:

- Perform custodial and related services for the United States Capitol Police Facilities.

.5 Factor 5 - Past Performance - (General Contractor/Major Subcontractors) -

.1 Although the Government reserves the right to use any source of information available on the Offeror's past performance to either evaluate past performance or verify information provided by the Offeror, the Offeror shall provide information that demonstrates the offeror's past performance. The enclosed "AOC PAST PERFORMANCE QUESTIONNAIRE" shall be provided to each of the companies/agencies submitted by the offeror in response to Evaluation Factors 3 and 4. The questionnaire(s) must be faxed by the companies/agencies to the attention of the Contracting Officer at (202) 225-3221 or (202) 226-7056 by the date established for receipt of offers in order to be considered in the evaluation process. A neutral rating will be applied for those projects/contracts for which a questionnaire is not received.

.6 Factor 6 - Quality Control Procedures -

1. Provide details of the methods and techniques your firm will use for the detection and correction of deficiencies and the proposed methodology, frequency, thoroughness and means of documentation under your Quality Control Program.

L.9 INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL - SOURCE SELECTION PROCEDURES

(a) A firm fixed-price shall be entered by each offeror on the Schedule page for each line item which shall represent the cost for performing the work required by this Request for Proposal. The Architect reserves the right to request from each offeror information regarding the breakdown of all costs that are included in the lump sum price (Line Item Nos. 001 through 005, inclusive), to include copies of all work sheets used in forming the proposed pricing. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by his duly authorized agent.

(b) In addition, the Representations and Certifications, with applicable information included in the spaces provided shall be included as a part of the Price Proposal.

(c) The Price Proposal will be submitted with the required documents in the following order:

- (1) The "SOLICITATION, OFFER, AND AWARD" FORM (original signature required in Block 15);
- (2) Section B - The "SCHEDULE" pages; and
- (3) Section K - The "REPRESENTATIONS AND CERTIFICATIONS".

END OF SECTION L

SECTION M

EVALUATION FACTORS FOR AWARD

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SECTION M

EVALUATION FACTORS FOR AWARD

M.1 PROPOSAL EVALUATION CRITERIA - SOURCE SELECTION PROCEDURES

(a) The evaluation criteria to be used by the Contract Officer for the selection of a contractor to perform the work specified are defined below. The criteria are divided into technical and price categories which consist of subsections corresponding to those in the article entitled “INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL” and the article entitled “INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL” in Section L. The technical criteria are considered by the Architect to be generally more important than price criteria. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the price will increase.

(b) **TECHNICAL CRITERIA.** Each offeror’s proposal will be evaluated in accordance with the technical criteria listed below to determine whether it is responsive to the requirements of the RFP and are therefore acceptable. Technical criteria are listed below in descending order of importance:

(1) **Technical Approach.** The offeror’s technical approach will be evaluated to determine if the proposed plans for scheduling and carrying out the work are efficient and effective.

(1) The proposed listing of chemicals/supplies will be evaluated to determine if it is complete relative to the requirements of the solicitation and if the proposed chemicals/supplies are appropriate for the proposed uses.

(2) The proposed listing of tools and equipment will be evaluated to determine if it is complete relative to the requirements of the solicitation and if the proposed tools and equipment are appropriate for the proposed uses.

(3) The proposed staffing plan will be evaluated to determine whether the proposed number of employees and the skill mix / qualifications of those employees are appropriate, and will assure the efficient completion of the work. The proposed staffing plan will also be evaluated to determine whether duty assignments are comprehensive and realistic.

(2) **Management Approach.** The offeror’s management approach will be evaluated to determine whether the proposed plan for your corporate organization of staff resources are efficient and effective.

(1) Proposals will be evaluated to determine the effectiveness of the corporate staff resources in interfacing with and providing support to the Contract Job Manager and supervisors.

(2) Proposals will be evaluated to determine whether appropriate delegations of authority are provided to the Project Manager and supervisors to allow them to efficiently perform the contract. Proposals will also be evaluated to determine the degree of effectiveness of the proposed management approach including relevant personnel practices; management controls over the workforce; and management techniques to identify and correct performance problems.

(3) **Key Personnel Qualifications.** The resume of your proposed Contract Job Manager/Supervisors will be evaluated to determine the level of his/her qualifications to manage the services required by this solicitation. Higher scores will be assigned to those offeror's whose proposed personnel have the most relevant education, training and skills. The resume will also be

evaluated to determine the extent of successful participation in similar projects within the past five years, taking into consideration degree of client satisfaction for each project. Higher scores will be given to offerors whose Contract Job Manager's relevant experience is extensive and whose past performance has been highly successful.

(4) **Corporate Experience - (General Contractor/Major Subcontractors)** The offeror's and its proposed subcontractor's experience will be evaluated to determine the extent of its experience relevant to this requirement during the last five years. Higher scores will be given to offerors whose experience is most extensive in the janitorial policing using the same materials and similar tasks specified for this requirement.

(5) **Past Performance.** The offeror's past performance will be evaluated to determine the extent of successful completion of similar projects within the past five years, taking into consideration timeliness and degree of client satisfaction for each project. Higher scores will be given to offerors whose past performance has exhibited the most success on similar projects. In investigating the offeror's past performance, the Government will consider references submitted by the offeror and may consider information from other sources.

(6) **Quality Control Procedures.** The offeror's quality control procedures will be evaluated to ensure that the Quality Control Manager (QCM), is separate from the Contract Job Manager to determine if the methods and techniques are effective in the detection of deficiencies, and efficient in correcting deficiencies. The resume of your proposed QCM will be evaluated to determine the level of his/her qualifications to manage the quality services required by this solicitation. The offeror's proposal will be evaluated to determine the frequency, thoroughness and means of documentation.

(c) **PRICE CRITERIA.** The Government will evaluate the price proposals of all firms found technically qualified. Price criterion measure not only actual dollars but also analyze the reasonableness of the Offeror's proposed price and its position in the range of all prices.

M.2 AOC52.215-5 CONTRACT AWARD - SOURCE SELECTION PROCEDURES (JUN 2004)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may—

- (1) Reject any or all offers if such action is in the public interest;
- (2) Accept other than the lowest offer; and
- (3) Waive informalities and minor irregularities in offers received.

(c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(d) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (d) of this provision), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

END OF SECTION M

ATTACHMENT J.1

ROUTINE WORK TASKS AND FREQUENCIES

<u>LOCATION</u>	<u>FREQUENCY</u>	<u>TASK</u>
<u>TOILET ROOMS</u>	Daily	Sweeping and Scrubbing: Sweep and scrub floors utilizing a cleaner/disinfectant. All surfaces shall be dry and the corners clean.
	This shall be accomplished twice daily, morning hours (8:00 am to 10:00 am) and afternoon hours (2:00 pm to 4:00 pm).	Clean all fixtures including metal chrome surfaces – water closets, urinals, washbasins, showers stalls, mirrors, waste receptacles, shelving, dispensers and wall surfaces, utilizing a cleaner/disinfectant. Raise water closet seats. (Use of a strong neutral soap solution is preferred by the Government.) Toilet bowls and urinals shall be de-scaled and the entire surface shall be free from stains, scale, scum, urine deposits and rust stains.
	This shall be accomplished twice daily, morning hours (8:00 am to 10:00 am) and afternoon hours (2:00 pm to 4:00 pm).	Bowl/urinals shall be scrubbed clean as far into the trap as possible and under the inside rim. Removal of stains with soap grit or grit cake is allowed; however, the use of toilet bowl cleaners, acids, or strong alkalis which tend to damage glaze shall not be allowed. Cleaning shall include the seat, interior/exterior of bowl/urinal, flash valve, and polishing piping.
	This shall be accomplished twice daily, morning hours (8:00 am to 10:00 am) and afternoon hours (2:00 pm to 4:00 pm).	Servicing: Empty waste receptacles, provide paper towels, hand & shower soap, toilet paper and seat cover dispensers. Empty, clean and disinfect sanitary napkin receptacles; replace soiled bags with new ones. Check deodorizers and replace cartridges when necessary. Collect soiled bags in separate containers for disposal. Rest rooms shall be inspected, re-supplied and maintained for use.
		Spot Cleaning: Smudges, marks or spots shall have been removed without causing unsightly discoloration. Spot clean other surfaces and horizontal surfaces.
		Dusting. Dusting shall be done daily throughout each facility.

<u>LOCATION</u>	<u>FREQUENCY</u>	<u>TASK</u>
		Policing: During the day, empty waste paper receptacles both inside and outside and services dispensers, police rooms and outside areas. Clean washbasins as “traffic demands”.
		The Contractor shall service all toilet rooms to maximum capacity during the afternoon of the last day of the contract period. Dispensers stock of paper supplies and hand soap remaining at the termination of that last official workday shall not be removed.
	Weekly	Wet Mopping and Spray Buffing: Damp mop and spray buff all resilient floors.
		Damp Wiping: Damp wipe the full surface area of all stall partitions, doors, and wastepaper receptacles utilizing a multipurpose (disinfectant-deodorizer) cleaner.
<u>OFFICE SPACE</u>	Quarterly	Stripping: Strip and apply four (4) coats of floor finish to hard and resilient floors. All old finish or wax shall have been removed.
		Finishing: Walls, baseboards and other surfaces shall be free of finish residue and marks from the equipment.
	Daily - Shall be done twice (2 times) a day if necessary.	Empty trash receptacles: The Contractor shall insure that trash receptacles will be empty at the end of each workday.
	Weekly	Vacuum, sweep and spot clean.
		Dust and Damp wipe.
<u>EXECUTIVE OFFICE SPACE</u>	Semi-annually	Strip and wax all bare floors.
	Annually	Shampoo carpet.
	Daily	Empty trash receptacles, vacuum, dust, spot clean and damp wipe as necessary to keep clean on a regular basis.
	Weekly	Polish furniture.
	Semi-Annually	Shampoo carpets.

<u>LOCATION</u>	<u>FREQUENCY</u>	<u>TASK</u>
<u>VACANT SPACE</u>	Monthly	Empty wastebasket if necessary, and police area.
<u>MAIN LOBBY, MAIN ENTRANCE AND MAIN CORRIDORS</u>	Daily	<p>Sweep bare floor and vacuum carpeted floor area. Sweeping: Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, under furniture or behind doors.</p> <p>Clean and polish metal door knobs, pushbars, kick plates, railings and other metal surfaces; clean and polish wood handrails, doors and other surfaces; clean spots and marks off walls, dust all surfaces within approximately 72 inches from the floor. Entranceways, corridors, main lobbies, and hallways and passageways shall be policed daily.</p> <p>Vacuuming: carpets shall be clean and free from dust balls and other debris.</p> <p>Spot Cleaning: Smudges, marks or spots shall be removed without causing unsightly discoloration.</p> <p>Dusting: Corners, crevices, molding and ledges shall be free of all dust.</p>
	Weekly	<p>Damp Mopping and Spray Buffing: Damp mop and spray buff all hard and resilient floors. Floors shall be free of streaks, mop strand marks and skipped areas.</p> <p>Glass Cleaning: Clean both sides of entrance door glass and glass surrounding entrance doors within reach. All glass shall be clean and free of dirt, grime, dust, streaks, watermarks and spots and shall not be cloudy.</p>
	Quarterly	<p>Cleaning Thresholds: Clean metal door thresholds. Thresholds shall be clean and free of oils, grease, dirt and grime.</p> <p>Stripping: Strip and apply four coats of floor finish to all hard and resilient floors. All old finish or wax shall be removed. There shall be no evidence of gum, rust, burns, or scuffmarks. Water solutions shall not be used on wood flooring.</p>

<u>LOCATION</u>	<u>FREQUENCY</u>	<u>TASK</u>
<u>S E C O N D A R Y</u> <u>E N T R A N C E S ,</u> <u>F O Y E R S ,</u> <u>C O R R I D O R S</u>		Finishing: Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.
	Semi-annually	Clean furniture in main public areas shall be steam cleaned and or shampooed as directed by the COTR.
	Daily	Sweeping: Sweep bare floors and vacuum carpet floor areas. Floors shall be cleaned and free of trash and foreign matter. No dirt shall be left in corners, or behind doors.
		Vacuuming: Carpets shall be clean and free from dust balls, dirt and debris.
	Weekly	Polishing: Polish kick plates push plates, push bars, handrails doorknobs and other surfaces. Metal surfaces shall have a polished lustrous appearance.
	Bi-weekly	Damp Mopping and Spray Buffing: Damp mop and spray duff all hard and resilient floors. Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashing and markings from the equipment. The finished area shall have a uniform luster.
	Monthly	Glass Cleaning: Clean both sides of corridor door glass and glass surrounding entrance doors within reach. All glass shall be clean and free of dirt, grime, dust, streaks, watermarks and spots and shall not be cloudy.
	Quarterly	Cleaning Thresholds: Clean metal door thresholds. Threshold shall be clean and free of oils, grease, dirt and grime.
		Shampoo carpeted areas.
	Semi-annually	Stripping and waxing: Strip and apply four (4) coats of floor finish to all hard and resilient floors. All old finish or wax shall be removed. There shall be no evidence of gum, rust, burns or scuffmarks. Water solutions shall not be used on wood flooring.

<u>LOCATION</u>	<u>FREQUENCY</u>	<u>TASK</u>
		Finishing: Walls, baseboards and other surfaces shall be free of finish residue and marks from the equipment. Floors shall be free of streaks, mop strand marks and skipped areas.
<u>LOADING DOCK AREAS (Includes platforms and docks)</u>	Daily	Sweep to ensure the area to be clean and free of trash, debris and foreign matter. No dirt shall be left in corners, crevices or where sweepings were picked up.
	Weekly	Scrubbing: Area shall be clean and free of dirt, string, gum, grease, tar, oil spots, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean. Contractor shall use power washer to clean loading docks.
<u>GARAGE CLEANING</u>	Monthly	Scrubbing and Machine Cleaning: Garages shall be clean free of dirt, string, gum, grease, tar, oil spots, etc., and present an overall appearance of cleanliness. Floors shall be degreased and top scrubbed with machine scrubber.
<u>D R I N K I N G FOUNTAINS/ BOTTLED WATER DISPENSERS</u>	Daily	Clean drinking fountains and replenish paper cups where dispensers are provided. The porcelain, plastic or stainless steel surfaces shall be clean and bright, and they shall be free of dust, spots, stains and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation. There shall be no mineral or calcium buildup on bubblers. Drinking fountain tops and plumbing hardware shall be washed by using a neutral soap solution, which shall be removed by a damp clean cloth.
		Monitor and change bottled water as necessary.
		Clean bottled water dispensers, including the small water collector trays.
<u>KIOSKS</u>	Daily	Empty trash receptacles, replace used trash bags with new trash bags, sweep, damp mop floors, damp wipe counters, clean all glass surrounding the guard kiosks.
		The Contractor shall shampoo carpets as necessary to maintain a clean appearance.

<u>LOCATION</u>	<u>FREQUENCY</u>	<u>TASK</u>
<u>E X T E R I O R</u> <u>CLEANING</u>	Daily	Sweeping entrances, landing, steps and adjacent sidewalks: Sweep entrances, landing steps and sidewalk, and adjacent entrances in the morning before normal working hours. Area shall be clean of all dirt and trash. No dirt shall be left where sweepings were picked up.
	Weekly	Policing grounds and sidewalks: Police all sidewalks, parking areas, driveways, lawns, etc. Areas shall be free of all paper, trash, empty bottles and other discarded material. Sweep outside areas: sweep sidewalks, parking areas and driveways, weather permitting. Areas shall be clean of all dirt and trash. No dirt shall be left where sweepings were picked up.
<u>ENTRANCE AND</u> <u>CORRIDOR RUGS</u>	Bi-monthly	Shampoo entrance and corridor rugs: Clean and shampoo entrance, corridor and elevator rungs as required to maintain quality standards but not less than six times a year. Rugs shall be clean and free of dirt, grime, stain and excessive buildup and crusted material.
<u>HIGH TRAFFIC</u> <u>AREAS</u>	Mopping shall not exceed four (4) times per day.	Areas near doors and in corridors that become wet and dirty due to foot traffic during inclement weather shall be mopped to reduce safety hazards and to prevent damage or deterioration to the floor surface.
<u>WINDOWS AND</u> <u>GLASS</u>	Semi-annually	Window washing: Wash both sides of all interior and exterior building glass. Note: All window washing must be scheduled two weeks in advance with COTR or designated representative's approval. Washed glass shall be clean and free of dirt, grime, streaks, and excessive moisture and shall not be cloudy. Window sashes, sills, woodwork and other surrounding interior glass shall be wiped free of drippings and other watermarks.
<u>WINDOW BLINDS</u>	Annually	Washing blinds: Remove from the windows to a CO approved area and wash. Blinds shall be returned and hung within two (2) working days. Both sides of blinds slats shall be clean and free of dust.

<u>LOCATION</u>	<u>FREQUENCY</u>	<u>TASK</u>
		Dusting of window blinds: Dust or vacuum all window blinds at a 6 month interval from washing cycle. Both sides of blind slats shall be free of dust. Note: Dusting and washing is expected to occur six months apart from each other.
<u>HIGH CLEANING</u>	Annually	Clean all vertical and horizontal surfaces in the building approximately 72 inches or more from the floor. This includes, but is not limited to, the wall and ceiling area, transoms, clocks, ceiling molding, tops of partitions, wall fans, pictures, plaques, file cases, bookcases, lockers, etc. Damp wipe and dry high surfaces such as transom, clock glass, picture frames and glass, smudged areas surrounding air grilles, diffusers, etc. Surfaces shall be clean and free of dust. Where glass is present, both sides shall be clean and free of streaks.
<u>FLOOR MATS</u>		During inclement weather, lay out floor mats provided by the Contractor, in entranceways and lobbies. Clean, remove and store mats when no longer required. Stored mats shall be clean and free of dirt, grime, stains and excessive buildup and crusted material.
<u>VENDING MACHINE AREA</u>	Daily	The Contractor shall be responsible, for sweeping and mopping all of the concession area which is accessible to the public.
	Weekly	Dusting and scrub flooring.
	Quarterly	Strip and wax.
<u>DISPLAYS, STATUES AND PORTRAITS</u>	Weekly	Surfaces shall be clean and free of dust, dirt, marks, or foreign matter. The Contractor is not to use any polishes, cleaners, or chemicals on any statues or portraits in any facility without prior approval from the COTR. All glass surfaces shall be maintained clean and free of dirt, dust, and water spots.
<u>METAL AND BRASS SURFACES</u>	Weekly	All surfaces shall be maintained to ensure they are free of smears, stains, smudges, or other soil substances and present a uniform luster.

<u>LOCATION</u>	<u>FREQUENCY</u>	<u>TASK</u>
STAIRWELLS AND LANDINGS	Daily	Surfaces shall be free of dust, dirt, spillages, and other removable soil substances. Carpeted surfaces shall be free of obvious dirt, dust, spots, and spillages.
<u>TRASH/DEBRIS</u>	Daily	All trash, debris, and materials generated in and around the building shall be collected and moved to the designated areas specified by the COTR. Bags of trash, debris or recyclable material shall not be left in the public areas.
<u>DOORS</u>	Daily	Surfaces shall be cleaned and free of dirt, marks, or foreign matter. All glass surfaces shall be maintained clean and free of dirt, dust, and water spots.
<u>G R O U N D S MAINTENANCE AND PARKING LOT AREAS</u>	Daily	<p>The Contractor shall police grounds, parking lot areas, sweep entrances, landings, steps and adjacent sidewalks. Area shall be clean of all dirt and trash. No dirt shall be left where sweepings were picked up. Performance of work shall be completed to the satisfaction of the COTR.</p> <p>Raking and pickup of leaves from roadways, sidewalks and green areas.</p> <p>Pickup fallen branches from trees.</p> <p>Debris removal and disposal: All branches, cuttings, clippings, leaves, sticks, rocks, cans, paper, cartons, and bottles, etc. are to be removed from the area. Debris removal is to be performed to prevent unsightly accumulation. All debris collected by the Contractor in conjunction with this contract shall be placed in the dumpster located on site. Furthermore, disposal of debris resulting from work issued under "Additional Services" will be dealt with on a case by case basis.</p>
<u>TRASH/SOLID WASTE REMOVAL REQUIREMENT SERVICE</u>	Daily	The Contractor shall be responsible for all trash and solid waste removal from all USCP facilities as stated above.

<u>LOCATION</u>	<u>FREQUENCY</u>	<u>TASK</u>
		The Contractor shall supply One (1), Four (4) cubic yard trash container at the K-9 facility, located at Blue Plains (DC Village) Washington, D.C.
	Weekly	The Contractor shall have trash or solid waste pick-up service on a weekly basis. This service shall be provided on Friday afternoon's for sanitation purposes.
<u>P A S S E N G E R</u> <u>ELEVATORS</u>	Daily	Dusting Interior Elevator Surfaces: All vertical and horizontal surfaces shall be clean and free of dirt and dust. Damp Wiping Interior and Exterior Elevator Surfaces: Surfaces shall be clean and free of finger marks and smudges. Cleaning Elevator Floor Track & Frames: Clean all surfaces in the interior on car, including the floor track and the exterior surfaces of all doors and frames. Vacuuming: Elevator carpets shall be free of dust balls, dirt and other debris.
	Quarterly	Shampoo carpet or rugs.
	Annually	Polish metal surfaces to achieve bright, lustrous finish.
<u>F R E I G H T</u> <u>ELEVATORS</u>	Daily	Sweeping: Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, crevices, door tracks or where sweepings were picked up.
	Weekly	Wet mop or Scrub: All dirt, debris and residue shall be removed and present an overall appearance of cleanliness.

ATTACHMENT J.2

PERFORMANCE STANDARDS

1. GENERAL

- .1** The Contractor shall perform the service tasks in accordance with the frequencies defined in the Tasks and Frequencies attachment to the Specifications.
- .2** The Contractor shall perform the service tasks using equipment, supplies and chemicals provided by the Contractor. The Contractor shall follow the instructions provided by the manufacturers of all items.
- .3** The Contractor shall move or tilt all items such as chairs, seats, trash and ash receptacles, tables, storage containers, carts, etc. as required to perform the services adjacent to, under or above such items.
- .4** The Contractor shall return to their appropriate locations all items moved by the Contractor during the performance of the Service, in public and common use areas, the Contractor shall return all furniture to their appropriate configuration.
- .5** The Contractor shall provide and use, when necessary, adequate barricades and signs to provide sufficient warning prior to, during and after the performance of the services.

2. POLICING

- .1** The Contractor will be responsible for policing restrooms, entrances, lobbies, stairways, and corridors, during the hours designated. The work will include picking up paper, trash, empty bottles and cans, and other discarded materials; picking up and removing wads of gum, spots of tar, oil, grease, soft drinks, coffee, and other substances; tidying up of drinking fountains, glass surfaces; mopping up or wet vacuuming wet areas caused by accidents, spillages, or inclement weather; sweep and/or vacuum obvious soil from floors. Spot clean unsightly soil from building, carpet, and furniture surfaces. Spot mop hard floors to remove liquids and/or unsightly soil. Empty trash receptacles which may become filled prior to the next scheduled routing cleaning. Refill paper towel, toilet tissue, hand soap and other dispensers which may become depleted prior to the next scheduled routing cleaning. Remove carpet stains. Empty, vacuum, or exchange wet or ineffective entrance mats.

3. EMPTY TRASH RECEPTACLES

- .1** The Contractor shall empty and return to their appropriate location all waste baskets, cigarette ash receptacles and other trash containers according to the Routine Work Task and Frequencies for each area and building. The Contractor shall remove all litter, cans, papers, and other containers marked 'TRASH'.
- .2** The Contractor shall remove all collected trash to area(s) on the site or within the building as designated by the COTR in such a manner as to prevent the adjacent area from becoming littered by such trash.
- .3** The Contractor shall replace all obviously soiled or torn trash receptacle liners with a new trash receptacle liner. The Contractor shall replace the liner in such a manner as to present a neat uniform appearance.

4. CARPETING IN PUBLIC AREAS OF THE BUILDING

.1 Rugs and carpet shall be maintained clean and free of smudges and odors. There shall not be any visible dirt, soil substances, spillages, or removable stains.

5. ENTRANCES AND LOBBIES

.1 Entrances and lobbies must maintain a clean appearance at all times. Floors shall be free of trash, debris, dirt, marks or foreign matter. Glass surfaces shall be clean and free of dirt, grime, dust, streaks, water marks, and spots, and shall not be cloudy.

6. CORRIDORS, AREAWAYS, AND HALLWAYS

.1 Floors and steps shall be free of trash, newspapers, boxes, debris, dirt, marks, or foreign matter. Walls and baseboards shall be free of water splashes, and markings. Glass surfaces shall be clean and free of dirt, dust, grime, fingerprints, dust, streaks, water marks and spots and shall not be cloudy.

7. DOORS

.1 Surfaces shall be cleaned and free of dirt, marks, or foreign matter. All glass surfaces shall be maintained clean and free of dirt, dust, and water spots.

8. DISPLAYS, STATUES AND PORTRAITS

.1 Surfaces shall be cleaned and free of dust, dirt, marks, or foreign matter. The contractor is not to use any polishes, cleaners, or chemicals on any statues or portraits in the Buildings without prior approval from the COTR. All glass surfaces shall be maintained clean and free of dirt, dust, fingerprints and grime, and water spots.

9. RESTROOMS (INCLUDES SHOWER STALLS, WATER FOUNTAINS, AND UTILITY SINKS)

.1 All plumbing fixtures shall be clean, disinfected, and bright with no obvious dust, stains, streaks, soil substances, rust, mold, or incrustations. All floor and wall grout will be maintained free of any dirt, grime, or finish buildup. Supply dispensers including toilet seat covers, toilet tissue, towels, soap, etc., shall be continuously maintained and refilled throughout the day as necessary to meet the needs of the occupants. Commode seats and sinks shall be wiped during policing to maintain a clean appearance. Waste receptacles and sanitary napkin containers shall be emptied and disinfected with new bags inserted at least once daily. There shall be no signs of obvious dust, soil substances, or dirt on the walls, mirrors, stalls, and metal surfaces. These areas shall present a clean and sanitized appearance and shall be maintained odor free.

10. METAL AND BRASS SURFACES

.1 All surfaces shall be maintained to ensure they are free of smears, stains, smudges, or other soil substances and present a uniform luster.

11. MIRRORS, AND GLASS SURFACES

.1 Surfaces shall be clean and free of obvious dirt, dust, smudges, or soil substances.

12. STAIRWELLS AND LANDINGS

.1 Surfaces shall be free of dust, dirt, spillages, and other removable soil substances. Carpeted surfaces shall be free of obvious dirt, dust, spots, and spillages.

13. TRASH/DEBRIS

.1 All trash, debris, and materials generated in and around the building shall be collected and moved to the designated areas specified by the COTR. Bags of trash, debris or recyclable material shall not be left in the public areas.

14. WALLS AND WALL COVERINGS

.1 Obvious signs of water soil substances, dust, smudges, and marking shall be removed from all surfaces. There shall be no cobwebs, accumulation of dust, or soil substances on walls.

ATTACHMENT J.3

CHEMICALS AND SUPPLIES

1. GENERAL REQUIREMENTS

.1 The Contractor shall furnish all chemicals necessary to perform the work in accordance with the Contract Documents, and shall ascertain the appropriateness of all chemicals for their intended use on a surface or material before any actual use of the chemical.

.2 The Contractor shall use only those chemicals/supplies it listed in its proposal, and which were accepted by the Government, throughout the term of the contract, unless it obtains written permission from the Architect of the Capitol to make a change in accordance with the following procedure:

- .1** The Contractor shall submit a written request to the Architect of the Capitol.
- .2** This written request shall identify the product use, the brand name, the manufacturer's complete name, address, and telephone number.
- .3** The Contractor shall attach a product brochure, OSHA Form 20 and chemical specifications to the written request. The Contractor shall provide the Architect of the Capitol with a container of the chemical to be used for on-site evaluation.
- .4** At the sole discretion of the Architect of the Capitol, any chemical the Contractor wishes to substitute may be required to be submitted to an independent testing laboratory approved by the Architect of the Capitol. The Contractor shall pay the cost for evaluation and comparison to the chemicals/supplies listed in its proposal and previously approved for use.
- .5** If the alternate brand performs as well or better than the brand included in the Contractor's proposal as determined by the Architect of the Capitol according to the procedures described above, causes no interference with the operational activities of the contract or damage to its facilities, and its substitution is in the best interest of the Architect of the Capitol, the chemical will be approved for use in the performance of the work.

2. APPLICABLE LAW

.1 The Contractor shall comply with all applicable laws, regulations and codes including but no limited to the Contractor's obligations as an employer with regard to health and safety of its employees. As a minimum, the Contractor shall:

- .1** maintain on the site of the work a copy of Occupational Safety and Health Act (OSHA) Form 20, Material Safety Data Sheet (MSDS), or approved equivalent, for all chemicals used in the performance of the work and shall provide the Contract Administrator a copy.
- .2** comply with 29 CFM 1910.1200 Hazard Communication Standard (HCS), commonly known as the "Right-to-Know" Act, including the following requirements that:
 - .1** all chemicals issued to cleaning workers shall be properly labeled, including the product name, the product use, instructions for use, dilution instructions, hazard warnings, manufacturer's quality control batch numbers and chemical content. The

HCS applies to both primary and secondary containers. Primary containers are defined as those containers used in shipping by the manufacturer. Secondary containers are defined as those containers used to distribute chemicals to the workers such as one-gallon containers and spray bottles.

- .2 the Contractor shall prepare and maintain a written Hazard Communication Program including sections describing pertinent definitions and terminology, workplace chemical hazard analysis and/or determination, an inventory listing of all chemicals to be used in the work, a copy of each MSDS, labeling and transfer rules and requirements, and a training program.
- .3 comply with 29 CFR 1910.1030 Blood Pathogens, including the requirement that the Contractor provide training and protective clothing for all employees involved in the cleaning of restrooms and clinic areas to prevent the possible transmission of disease.

3. MANUFACTURER'S INSTRUCTIONS

- .1 The Contractor shall follow the instructions of the chemical manufacturers in the use of all chemical products.

4. SLIP RESISTANCE

- .1 The Contractor shall verify that all floor finishers, seals, spray buff solutions, and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. The Contractor shall immediately report any observed instances of slippery or slick floors to the Contract Administrator.

ATTACHMENT J.4

FORM A

NEEDED REPAIRS REPORT

NOTE: All critical, priority or emergency items must be reported immediately to either the Contractor Administrator, the Contract Inspector or the appropriate department.

Description of Item:

Location:

Reported By: _____

Time: _____

For Contract Administrator Use Only:

Remarks: _____

**ATTACHMENT J.5
BUILDING STATISTICS INFORMATION**

UNITED STATES CAPITOL POLICE FACILITIES SPACE INVENTORY

<u>LOCATION</u>	<u>BUILDING STATISTICS</u>	<u>GROUNDS</u>	<u>NOTE</u>
<i>Headquarters Facility</i> 119 D Street, N.E. Washington, D.C. Number of Stories: 7 Official working hours of Building Occupants: 24 Hr/Day	Office Space 42,909 SF Executive Space 7,572SF Total Hard Floor 17,036 SF Total Carpet 50,481 SF Fixtures (Bathroom) 250 EA Windows 455 EA Elevators 3 EA	Outside area to be policed 10,000 SF.	Offerors are responsible for verifying dimensions and quantities.
<i>Police Vehicle Maintenance Division & Police Hazardous Device Section</i> 67 K Street, S.W. Washington, D.C. Number of Stories: 1 Official working hours of Building Occupants: 12 Hr/Day	Office Space 7,600 SF Executive Space Included Light Industrial Space (Garages) 16,000 SF Total Hard Floor 16,500 SF Total Carpet 7,000 SF Fixtures (Bathroom) 30 EA Windows Front Entrance	Outside area to be policed. 10,000 SF	Offerors are responsible for verifying dimensions and quantities.
<i>* USCP Offsite Delivery Facility (P Street Warehouse)</i> 1430 South Capitol Street, SE Washington, D.C. Number of Stories: 1 Official working hours of Building Occupants: 5:00 AM through 2:00 PM.	Office Space 600 SF Executive Space N/A Light Industrial Space: (Loading Docks, Bays, and Storage) Total Hard Floor 10,000 SF Total Carpet 1,700 SF Fixtures (Bathroom) 18 EA Windows under 10	Outside area to be policed 5,000 SF	Offerors are responsible for verifying dimensions and quantities.
<i>USCP K-9 Training Facility (DC Village)</i> 4700 Shepherd Pkwy., S.W. Washington, D.C. Number of Buildings 2 Storage Trailer 1 Official working hours of Building Occupants: 10 Hr/Day	Office Space 3,400 SF Executive Space Included Light Industrial Space N/A Total Hard Floor 3,400 SF Fixtures (Bathroom) 13 EA Windows 64 EA	Outside area to be policed. 10,000 SF	Offerors are responsible for verifying dimensions and quantities.
<i>** Police Kiosks Units.</i> Number of Units: 30 Official working hours of Kiosks Occupants: 24 Hrs/Day	See Attachment J.8 for Kiosks locations.		Offerors are responsible for verifying dimensions and quantities.

<u>LOCATION</u>	<u>BUILDING STATISTICS</u>	<u>GROUND</u>	<u>NOTE</u>
<i>USCP Crib Facility (Office Facility)</i> 190 D Street, S.W. Washington, D.C. Number of Stories: 1 Official working hours of Building Occupants: 10 Hrs/Day	Office Space 4,000 SF Executive Space Included Light Industrial Space N/A Total Hard Floor N/A Total Carpet 4,000 SF Fixtures (Bathroom) 10	Outside area to be policed. 10,000 SF	Offerors are responsible for verifying dimensions and quantities.
<i>USCP 3rd Street Trailer</i> 3 rd and Constitution Ave, S.W. Washington, D.C. Number of Stories: 1 Official working hours of Building Occupants: 8Hrs/24Hrs a day operation.	Screening Trailer 480 SF Executive Space None Light Industrial Space None Total Hard Floor 480 SF Total Carpet None Fixtures (Bathroom) None Windows 2	Outside area to be policed. 1,000 SF	Offerors are responsible for verifying dimensions and quantities.

* Facility is subject to relocate within a 25 mile radius.

** These Kiosks units vary in number, and several units are moved from one place to another. The COTR is responsible to keep the Contractor informed of the locations.

AOC Quality System Chapter 3
Facilities Management

QUALITY MANAGEMENT
Ford Building – Room H2-514 – x 6-0632




Hector Suarez
Deputy Chief of Staff

GUIDE AOC-QS3.2 – v2.0 (05/04)
May 2004

CLEANING STANDARDS

Section 1 - Introduction

1.1 Purpose

This document describes the required quality standards for cleaning operations. These standards are detailed and specific for each task to achieve consistency and uniformity in how they will be performed AOC-wide. These standards will be the basis for cleanliness inspections.

1.2 Policy

It is the policy of the Architect of the Capitol to provide a high quality cleaning service to building occupants and visitors.

To do so, the AOC hereby defines its cleaning standards for application by all personnel performing cleaning tasks for the AOC.

1.3 Scope

All cleaning activities conducted in buildings where cleanliness is under the responsibility of the Architect of the Capitol.

No general exceptions are made. Specific exceptions may be indicated in the Day Cleaning Operations Manual or the Night Cleaning Operations Manual.

Standards regarding aspects specific to day care centers will be reflected in the relevant contracts (HOB and SOB only).

1.4 Responsibility

The **immediate supervising position** is responsible for the performance of cleaning and policing personnel. His/her duties include:

- ⇒ Ensure that cleaning and policing personnel achieve cleanliness levels as described in this document.

AOC Quality System Chapter 3 Facilities Management

QUALITY MANAGEMENT
Ford Building – Room H2-514 – x 6-0632



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The **cleaning and policing personnel** are responsible for performing their assigned cleaning tasks in accordance with these Cleaning Standards.

1.5 Safety Considerations

All functions involved in the initial implementation and the ongoing application of the provisions contained in this document are expected to comply with health and safety requirements regarding employees in the workplace.

Employees are expected to work and behave in a manner consistent with AOC Safety Policies and OSHA standards and to follow safe work practices.

Whenever appropriate, employees and contractors are expected to wear the proper safety clothing or personal protective equipment (PPE) while performing their duties.

Section 2 - Procedures

2.1 General:

1. The following standards apply to both day and night cleaning operations. Jurisdictions may, within reason, alter these cleaning standards for contractors. Modifications will be specifically stated in the relevant contract.
2. During the night shift, public and private areas are systematically cleaned. During the day shift, public areas are systematically cleaned and private areas are cleaned on demand.
3. Private areas include:
 - ⇒ Members' offices and private restrooms, committee rooms, other Congress Officers' rooms and suites, day care centers.
4. Public areas include:
 - ⇒ Entrances, public corridors, elevators, stairways, hallways, subway platforms, public restrooms, the Press Gallery and its restrooms, Cloakrooms, balconies, courtyards, fitness areas (gym, pool, tennis court, solarium), barber and beauty shops, offices and restrooms in garages.
5. The following general instructions apply:
 - ⇒ Move or tilt all items such as chairs, seats, trash and ash receptacles, tables, storage containers, carts etc. as required to perform the cleaning work adjacent to, under or above such items.
 - ⇒ Return to their appropriate locations and configurations all furniture and waste and recycling containers moved during the performance of the work.
 - ⇒ Use hose attachments and cleaning wands as necessary to clean furniture that cannot be moved to properly clean the suite.
6. Cleaners will report all special conditions, either cleaning or maintenance issues, identified during their tour of duty to their supervisor.

2.2 Offices, Suites, Public Areas:

1. Dusting

- ◆ Dusting shall be accomplished by the complete removal of soil and shall occur from the highest surface to the lowest in order to avoid having dust and dirt to fall on previously cleaned surfaces.
- ◆ Cloths used for dusting should be turned to avoid transfer of dust from one area to another.
- ◆ Papers, typewriters, calculators, computers, staplers, personal items and other similar desk items are not to be disturbed.

- All surfaces shall be free of visible dirt, dust and other debris.

Frequency & Action	Surface	Tools
Perform 3 times/week ▪ Remove all dust, lint, litter, dry soil, etc.	<ul style="list-style-type: none"> ▪ Chairs ▪ Lamps ▪ Tables and desks ▪ Cabinets ▪ Shelves ▪ Window sills ▪ Other type of furniture and horizontal surfaces 	<ul style="list-style-type: none"> ▪ Dusting tools ▪ Treated dust cloths ▪ Vacuum cleaners with dusting attachments
Perform 1 times/week ▪ Carefully dust	<ul style="list-style-type: none"> ▪ Statues 	<ul style="list-style-type: none"> ▪ Dusting tools ▪ Treated dust cloths
Perform 1 times/week ▪ Vacuum clean	<ul style="list-style-type: none"> ▪ Upholstered furniture 	<ul style="list-style-type: none"> ▪ Vacuum cleaners with appropriate attachments
Perform 2 times/month ▪ Remove all dust, lint, litter, dry soil, etc.	<ul style="list-style-type: none"> ▪ Walls, doors and frames, sills ▪ Hardware, partitions ▪ Rails, baseboards ▪ Ledges, counter tops ▪ Fire extinguishers ▪ Coat racks ▪ Other vertical surfaces 	<ul style="list-style-type: none"> ▪ Dusting tools ▪ Treated dust cloths ▪ Vacuum cleaners with dusting attachments
Perform 1 times/month ▪ Dust clean	<ul style="list-style-type: none"> ▪ Heater convectors ▪ Ventilation grilles ▪ Diffusers (below 7') 	<ul style="list-style-type: none"> ▪ Dusting tools ▪ Treated dust cloths ▪ Vacuum cleaners with dusting attachments

2. Spot Cleaning

- ♦ Papers, typewriters, calculators, computers, staplers, personal items and other similar desk items are not to be disturbed.
 - ♦ Furniture shampooing will be performed by customer request. In the Capitol Building and the House Office Buildings, this task will be performed by the CAO. In the Senate Office Buildings it is performed by the AOC Upholstery Division.
- All surfaces shall be free of visible dirt, dust and other debris.

Frequency & Action	Surface	Tools
Perform as needed ▪ Remove smudges, fingerprints, marks, streaks, tape, etc.	<ul style="list-style-type: none"> ▪ Walls, doors, door frames, sills ▪ Windows and window sills ▪ Ledges, counter tops, baseboards ▪ Partitions, partition glass, rails ▪ Fire extinguishers ▪ Other types of fixtures and surfaces 	<ul style="list-style-type: none"> ▪ Clean damp cloths ▪ Scrub pads ▪ Spray bottles of detergent solution ▪ Glass cleaner ▪ Cream cleanser

Frequency & Action	Surface	Tools
Perform as needed <ul style="list-style-type: none"> Polish and remove smudges, fingerprints, marks, streaks, tape, etc. Remove excess stainless steel polish 	<ul style="list-style-type: none"> Stainless steel surfaces 	<ul style="list-style-type: none"> Glass cleaner Stainless steel polish Soft clean cloths
Perform as needed <ul style="list-style-type: none"> Remove smudges, fingerprints, marks, streaks, tape, etc. 	<ul style="list-style-type: none"> Chairs Cleared surfaces of desks Lamps Tables Cabinets Shelves Other type of furniture and horizontal surfaces 	<ul style="list-style-type: none"> Clean damp cloths Scrub pads Spray bottles of detergent solution Glass cleaner Cream cleanser

3. Door Hardware

- All surfaces shall be free of visible dirt, dust, grime, fingerprints. After polishing, hardware shall have a uniform appearance.

Frequency & Action	Surface	Tools
Perform daily <ul style="list-style-type: none"> Wipe off all visible dirt, dust, grime, fingerprints, etc.. 	<ul style="list-style-type: none"> Door hardware Kick plates 	<ul style="list-style-type: none"> Clean cloths Non-abrasive cleaner

4. Mirrors and glass surfaces (horizontal and vertical):

- ◆ If cleaning underneath the surface of glass table or desk top is necessary, place a work order for a special cleaning condition
- All surfaces shall be free of dirt, streaks, watermarks, spots and shall not be cloudy (this does not concern exterior windows).

Frequency & Action	Surface	Tools
Perform daily <ul style="list-style-type: none"> Clean and remove smudges, fingerprints, marks, streaks, tape, spots and grime and other debris 	<ul style="list-style-type: none"> Mirrors Glass surfaces Directories. 	<ul style="list-style-type: none"> Clean damp cloths Glass cleaner

5. Kitchen areas:

- ◆ Dishes are not to be washed. Only surfaces. In the Capitol Building, dishes will be placed in the dishwasher, if available.
- All surfaces shall be free of visible film, dust, spots, stains, rust, green mold, encrustation, excess moisture.

Frequency & Action	Surface	Tools
Perform daily <ul style="list-style-type: none"> Clean all surfaces 	<ul style="list-style-type: none"> Exterior of refrigerators Microwaves Counter top ovens Coffee makers Other personal appliances 	<ul style="list-style-type: none"> Clean damp cloths

6. Other Items:

- All surfaces shall be clean and free of dirt, dust, debris, fingerprints, smudges, lint, litter, soil marks, and streaks.

Frequency & Action	Surface	Tools
Perform daily <ul style="list-style-type: none"> ▪ Spot clean as needed; ▪ Clean & free of dust, debris, soil, fingerprints, smudges, lint, litter 	<ul style="list-style-type: none"> ▪ Elevator doors, walls, buttons, metallic surfaces ▪ Elevator interior & floor ▪ Telephone booths 	<ul style="list-style-type: none"> ▪ Glass cleaner/polish ▪ Soft clean cloths ▪ Dusting tools ▪ Treated dust cloths ▪ Vacuum cleaners with dusting attachments
Perform 1 times/week <ul style="list-style-type: none"> ▪ Clean and polish metallic surfaces ▪ Dust vents and light fixtures 	<ul style="list-style-type: none"> ▪ Elevator doors, buttons, metallic surfaces 	<ul style="list-style-type: none"> ▪ Glass cleaner/polish ▪ Soft clean cloths
Perform 1 times/week <ul style="list-style-type: none"> ▪ Clean and remove smudges, fingerprints, marks, streaks, tape, spots and grime and other debris 	<ul style="list-style-type: none"> ▪ Fire boxes, smoke detectors ▪ Telephone booths, ▪ Light fixtures, Clocks 	<ul style="list-style-type: none"> ▪ Dusting tools ▪ Treated dust cloths ▪ Vacuum cleaners with dusting attachments
Perform 1 times/month <ul style="list-style-type: none"> ▪ Clean, remove lint and other debris 	<ul style="list-style-type: none"> ▪ HVAC, Grilles, Convector 	<ul style="list-style-type: none"> ▪ Dusting tools ▪ Vacuum cleaners with dusting attachments

2.3 Floors:

1. Carpet:

- ◆ Adjust vacuum as necessary based on type of carpet. Avoid beater bar and drag marks. Nap on carpet shall lie in one direction.
- ◆ Spot carpet cleaning will be performed by request. In the Capitol Building and the House Office Buildings this task will be performed by the CAO.
- As a result, carpet shall be clean and free of all visible litter and soil, which can be removed from the carpet pile.

Frequency & Action	Surface	Tools
Perform daily <ul style="list-style-type: none"> ▪ Full carpet vacuuming ▪ Remove visible and hidden soil and debris 	<ul style="list-style-type: none"> ▪ Carpet surface ▪ Carpet pile ▪ Floor mats 	<ul style="list-style-type: none"> ▪ Vacuum cleaner ▪ Brush or crevice tools

2. Hard Floors:

- ◆ Use adequate barricades and signs to provide sufficient warning prior to start.
- ◆ If needed, accumulation of hardened dirt, gum, scuff marks, grease, etc. will be scraped with a putty knife and then shall be removed by dusting or damp mopping.
- ◆ Remove barricades and signs after the floor is dry.
- All surfaces shall be free of visible soil, stains, streaks, swirl marks, splashing and markings from the cleaning solution and/or equipment and have a uniform appearance.

Frequency & Action	Surface	Tools
Perform daily <ul style="list-style-type: none"> ▪ Sweep and dust mop surfaces, especially floors coated with floor finish ▪ Damp mop all surfaces ▪ Use germicidal disinfectant to remove remaining soil 	<ul style="list-style-type: none"> ▪ All hard floors, including floors in garages, subway platforms, cafeterias, and any other area. ▪ Baseboards 	<ul style="list-style-type: none"> ▪ Treated dust mops ▪ Broom ▪ Detergent solutions

Frequency & Action	Surface	Tools
Perform daily ▪ Vacuum/police	▪ Sub floor (area beneath raised floors)	▪ Vacuum cleaner, crevice tool, brush tool, dusting tool
Perform daily ▪ Sweep and treat oil spots with absorbent compound	▪ Garage floors	▪ Mops, ▪ Absorbent compound
Perform as needed ▪ Strip, wax and buff	▪ Hard floors	▪ Floor Scrubbers, Buffing Machines, Floor Stripper ▪ Floor Wax, mops, large mop tank

3. Corners, edges and baseboards:

- ◆ Use adequate barricades and signs to provide sufficient warning prior to start.
- ◆ If needed, accumulation of hardened dirt, gum, scuff marks, grease, etc. will be scraped with a putty knife and then shall be removed by dusting or damp mopping.
- ◆ Remove barricades and signs after the floor is dry.
- All surfaces shall have a uniform appearance, and be free of dust lint, streaks, smudges, etc. and have a uniform appearance.

Frequency & Action	Surface	Tools
Perform 2 times/month ▪ Damp clean and remove streaks, splash marks, dust, lint, dry soil etc. ▪ Remove splashes, dirt and debris found in corners and baseboard resulting from work. ▪ Vacuum clean	▪ Corners ▪ Edges ▪ Baseboards	▪ Sponge ▪ Clean cloth ▪ “Doodle-bug” brush ▪ Wet/dry vacuum with crevice tool or appropriate attachment ▪ Clear water and/or solution of neutral detergent

4. Corridors, Stairs and Stairwells:

- All surfaces shall be free of visible soil, stains, streaks, swirl marks, detergent film or any observable soil, splashing and markings from the cleaning solution and/or equipment and have a uniform appearance.

Frequency & Action	Surface	Tools
Perform daily ▪ Clean, free of debris	▪ Escalators	▪ Dust mops ▪ Broom
Perform daily ▪ Vacuum/police	▪ Public and private stairwells	▪ Vacuum cleaner
Perform daily ▪ Damp wipe and disinfect handrails	▪ Handrails	▪ Germicidal disinfectant solution from spray bottles or pump up sprayers ▪ Clear water and/or solution of neutral detergent

2.4.- Restrooms, private bathrooms, locker rooms and water closets:

Due to the microorganisms found in restrooms and due to the chemicals used in cleaning, all cleaners should wear rubber gloves while cleaning these areas. Further, cloths used in cleaning and disinfecting toilets, urinals and showers should be a color readily distinguishable from cloths used on other surfaces and fixtures.

1. Doors and Partitions:

- ◆ Remove graffiti as needed
- All surfaces shall be free of visible film, dirt, dust etc. as well as of any markings from the cleaning solution and/or equipment and have a uniform appearance.

Frequency & Action	Surface	Tools
Perform daily <ul style="list-style-type: none"> ▪ Clean and sanitize all surfaces 	<ul style="list-style-type: none"> ▪ Walls, partitions ▪ Showers ▪ Doors ▪ Other surfaces 	<ul style="list-style-type: none"> ▪ Damp cloths ▪ Squeegees ▪ Germicidal disinfectant solution from spray bottles or pump up sprayers
Perform daily <ul style="list-style-type: none"> ▪ Clean and disinfect to remove all visible dirt, dust, grime, fingerprints, etc. ▪ Then use a clean cloth to wipe hardware giving it a uniform appearance 	<ul style="list-style-type: none"> ▪ Door hardware ▪ Push/pull plates ▪ Kick plates 	<ul style="list-style-type: none"> ▪ Non abrasive cleaner ▪ Clean cloths
Perform monthly <ul style="list-style-type: none"> ▪ Clean and remove all visible dirt, dust, grime, etc. 	<ul style="list-style-type: none"> ▪ HVAC grilles and vents 	<ul style="list-style-type: none"> ▪ Vacuum cleaner ▪ Clean cloths

2. Fixtures:

- All surfaces shall be clean and bright, free of visible film, dust, spots, stains, rust, green mold, encrustation, excess moisture.

Frequency & Action	Surface	Tools
Perform daily <ul style="list-style-type: none"> ▪ Clean and disinfect all surfaces ▪ Remove soil from all fixtures and adjacent areas ▪ Scrub and remove all remaining soil with cream cleanser ▪ Dry metal surfaces of faucets, handles, valves, etc. 	<ul style="list-style-type: none"> ▪ Wash basins ▪ Toilets and urinals ▪ Grab bars ▪ Shower stalls and adjacent surfaces ▪ Fixtures and metal surfaces 	<ul style="list-style-type: none"> ▪ Germicidal disinfectant solution from spray bottles or pump sprayers ▪ Clean cloths ▪ Cream cleanser ▪ Scrub pads ▪ Acyd-type bowl cleaner ▪ Nylon bowl mops
Perform daily <ul style="list-style-type: none"> ▪ Empty, clean and sanitize. 	<ul style="list-style-type: none"> ▪ Sanitary napkins receptacles ▪ Trash cans 	<ul style="list-style-type: none"> ▪ Germicidal disinfectant solution from spray bottles or pump sprayers ▪ Clean cloths ▪ Scrub pads

3. Mirrors and Glass Surfaces (horizontal and vertical):

- All surfaces shall be free of all visible dirt, streaks, watermarks, spots, etc. and shall not be cloudy (This does not concern exterior windows.)

Frequency & Action	Surface	Tools
Perform daily <ul style="list-style-type: none"> ▪ Clean and disinfect, remove tape, fingerprints, smudges, marks, streaks, etc. 	<ul style="list-style-type: none"> ▪ Mirrors ▪ Glass surfaces ▪ Showers ▪ Lamps 	<ul style="list-style-type: none"> ▪ Clean damp cloths ▪ Spray bottles of germicidal disinfectant solution

4. Dispensers:

- ◆ Removal of soiled cloth towels and replacement with clean towels in private bathrooms will be performed on the basis of suite requirements.
- All dispensers shall be filled and be free of dust lint, streaks, smudges, etc.

Frequency & Action	Surface	Tools
Perform daily <ul style="list-style-type: none"> ▪ Clean and sanitize. ▪ Check each dispenser. Refill in accordance with manufacturer directions ▪ Wipe surfaces adjacent to hand soap dispenser, remove spillage, leakage ▪ Replace soiled cloth towels with clean towels 	<ul style="list-style-type: none"> ▪ Toilet paper dispenser ▪ Hand soap dispenser ▪ Paper towel dispenser ▪ Toilet seat cover dispenser ▪ Sanitary napkin dispenser 	<ul style="list-style-type: none"> ▪ Toilet paper ▪ Hand soap ▪ Paper towels ▪ Toilet seat cover ▪ Sanitary napkins ▪ Keys to dispensers ▪ Clean cloth towels

5. Floors:

- ◆ Use adequate barricades and signs to provide sufficient warning prior to start.
- ◆ If needed, accumulation of hardened dirt, gum, scuff marks, grease, etc. will be scraped with a putty knife and then shall be removed by dusting or damp mopping.
- ◆ Remove barricades and signs after the floor is dry.
- All surfaces shall be free of visible soil, stains, streaks, swirl marks, detergent film or any observable soil, splashing and markings from the cleaning solution and/or equipment and have a uniform appearance.

Frequency & Action	Surface	Tools
Perform daily <ul style="list-style-type: none"> ▪ Sweep ,dust mop, spray buff. ▪ Damp mop all areas of the floor ▪ Use germicidal disinfectant to remove all remaining soil 	<ul style="list-style-type: none"> ▪ Hard floors ▪ Floor drains ▪ Baseboards 	<ul style="list-style-type: none"> ▪ Germicidal disinfectant solution from spray bottles or pump sprayers ▪ Dust mops ▪ Broom
Perform daily <ul style="list-style-type: none"> ▪ Clean and sanitize 	<ul style="list-style-type: none"> ▪ Carpets 	<ul style="list-style-type: none"> ▪ Germicidal disinfectant solution from spray bottles or pump sprayers ▪ Dust mops ▪ Broom

2.5.- Other areas:**1. Elevators:**

- All surfaces shall be clean and free of dust, streaks, stains, spots, smudges, scale and other removable soil.

Frequency & Action	Surface	Tools
Perform daily <ul style="list-style-type: none"> ▪ Remove all streaks, smudges, spots ▪ Sweep and mop or vacuum clean floors as appropriate ▪ Clean door tracks 	<ul style="list-style-type: none"> ▪ Doors (both sides) ▪ Metal surfaces, buttons, button plates ▪ Floors ▪ Carpeted floors 	<ul style="list-style-type: none"> ▪ Glass cleaner ▪ Stainless steel polish ▪ Soft clean cloths ▪ Mops, brooms ▪ Vacuum cleaner

2. Drinking Fountains:

- All surfaces shall be clean and free of dust, streaks, stains, spots, smudges, scale and other removable soil.

Frequency & Action	Surface	Tools
Perform daily <ul style="list-style-type: none"> ▪ Remove all streaks, smudges, spots and other removable soil i.e. coffee grounds, gum, etc. ▪ Disinfect all porcelain and polished metal surfaces, including the orifices and drain 	<ul style="list-style-type: none"> ▪ Drinking fountains ▪ Cabinets 	<ul style="list-style-type: none"> ▪ Spray bottles of germicidal disinfectant solution ▪ Clean cloths ▪ Scrub pads ▪ Cream cleanser

3. Waste Collection:

- ◆ Remove all collected trash to the designated area as directed by the AOC
- ◆ All work shall be performed in accordance with the AOC Recycling Program
- All containers shall be empty and free of visible dirt, dust and other debris. Where applicable, containers shall be lined with the appropriate trash bags.

Frequency & Action	Surface	Tools
Perform daily <ul style="list-style-type: none"> ▪ Empty of entire contents ▪ Replace soiled or torn trash receptacle liners to present a neat, uniform appearance ▪ Spot clean containers as required ▪ Return to the original location ▪ Remove all litter, paper, boxes and other items marked “trash” ▪ Haul trash and recyclables to the trash dock 	<ul style="list-style-type: none"> ▪ Recycling containers ▪ Wet waste containers ▪ Cigarette ash receptacles ▪ Other trash containers 	<ul style="list-style-type: none"> ▪ Spray bottles of germicidal disinfectant solution ▪ Clean cloths ▪ Scrub pads ▪ Cream cleanser

2.6.- Tasks for the Day Cleaning Division

1. The Day Cleaning Division is specifically responsible for the cleaning of the areas described below:

Area Type	Definition	Cleaning Frequency
Public access areas (Congressional identification not required for transit)		
<ul style="list-style-type: none"> • Exterior areas 	Entrances, stairways and landings (street side, to the sidewalk line)	At least two (2) times per day Hourly for HOB
<ul style="list-style-type: none"> • Interior areas 	Entrances, foyers, lobbies, rotundas, corridors, stairways and landings, elevators, escalators	At least three (3) times per day Hourly for HOB
<ul style="list-style-type: none"> • Public Restrooms 		every hour
<ul style="list-style-type: none"> • Other areas 	Courtyards, terraces	At least two (2) times per day Hourly for HOB

Area Type	Definition	Cleaning Frequency
Restricted access areas (Congressional identification required for transit):		
• Interior areas	Tunnels, subways	At least two (2) times per day Hourly for HOB
• Special private areas	High security areas, Health Units	At least one (1) time per day. More often if required
• Child Care Center	Diaper pickup (HOB only)	At least one (1) time per day. More often if required
• Clean-on request areas	Committee rooms, offices	Only if requested

2. Since cleaning frequency during the day is higher, a slight deviation from the cleaning standards is allowed.
3. Tasks to be performed in all areas except restrooms are the following (unless stated otherwise, “to clean” means “to wipe with the appropriate solution”):

2.1. Surfaces:

- Spot-clean furniture, remove marks from walls, doors, door jamb and trim;
- Dust light fixtures, rails, ledges and radiators;
- Clean glass surfaces and mirrors, remove marks from interior glass partitions and glass door panels;
- Wipe drinking fountains with a disinfectant solution;
- Wash and polish glass entrance doors;
- Clean and polish handrails;
- Wipe elevator doors.

2.2. Floors:

- Mop up wet areas caused by spillage, accidents or inclement weather;
- Clean floor, including baseboards and splashboards, remove shoe marks, oil, grease, stains, dust;
- Vacuum carpet areas, including inside elevators;
- Damp mop stairs and landings;
- Clean walk-off mats.

2.3. Trash:

- Pick up any paper/trash from the floor, remove wads of gum;
- Empty trash receptacles and recycling containers;
- Empty cigarette ash containers ensuring that contents, especially hot ashes, are kept separated from trash, recyclables and any other flammable items;
- Spot-clean containers as required;
- Replace liners as appropriate;
- Return containers to their original location;
- Remove soiled diapers from child care centers (HOB only);
- Take trash/recyclable collected materials to the appropriate staging area.

4. Tasks to be performed in all restrooms are the following (unless stated otherwise, “to clean” means “to wipe with the appropriate solution”):

3.1. Sink areas:

- Clean restroom entrance door (inside and outside);
- Empty trash receptacles, clean if necessary and replace liners;
- Clean and restock dispensers as needed (soap, paper towels, sanitary napkins);
- Clean sinks, countertops and mirrors. Polish chrome fixtures.

3.2. Shower areas:

- Clean shower and fixtures;
- Clean shower curtains and partitions.

3.3. Stalls:

- Clean doors, including hardware, and partitions as needed, remove graffiti;
- Empty trash receptacles and sanitary napkin containers, clean if necessary and replace liners;
- Clean and restock toilet paper dispensers as needed;
- Clean toilet bowls and seats, polish chrome fixtures.

3.4. Urinal areas:

- Clean urinals, polish chrome fixtures.

3.5. Rest Areas (Ladies Restrooms only):

- Spot-clean furniture;
- Clean mirrors.

3.6. Floors:

- Mop and clean all floors (including inside stalls, under urinals, shower, sinks and rest areas) Before starting, the cleaner will position adequate barricades and signs to provide sufficient warning to users. After finishing, he/she will only remove the barricades and signs when the floors are dry.

5. Due to the microorganisms found in restrooms and to the chemicals used in cleaning, all cleaners should wear rubber gloves while cleaning these areas. Further, cloths used in cleaning and disinfecting toilets, urinals and showers should be a color readily distinguishable from cloths used on other surfaces and fixtures.

2.7.- Other Tasks**1. Other Cleaning Tasks**

- All surfaces shall be free of visible dirt, dust and other debris.

Frequency & Action	Responsible	Tools
Perform 2 times/year: ▪ Clean floor under chair mats	<ul style="list-style-type: none"> ▪ CB: Custodial Workers and/or Night Laborers ▪ HOB Custodians with laborers (moving heavy items over 25 lbs) 	<ul style="list-style-type: none"> ▪ Vacuum Cleaners with on board tools

2. Tasks performed by Others:

- ♦ The following tasks are performed by other entities:

Task	Responsible
Perform upon request ▪ Furniture shampooing ▪ Clean drapery	<ul style="list-style-type: none"> ▪ CB: CAO (House side) & SSA (Senate side) ▪ HOB: CAO ▪ SOB: Day Upholstery Shop
Perform upon request ▪ Spot carpet cleaning	<ul style="list-style-type: none"> ▪ CB: CAO (House side) & SSA (Senate side) ▪ HOB: CAO & Contractor ▪ SOB: Night Labor Division
Perform 1 times/year ▪ Clean blinds ▪ Clean drapery	<ul style="list-style-type: none"> ▪ CB: CAO (House side) & SSA (Senate side) ▪ HOB: CAO & contractor ▪ SOB: Upholstery Division & Contractor
Perform 2 times/year ▪ Clean windows (interior and exterior)	<ul style="list-style-type: none"> ▪ CB: Contractor ▪ HOB: Contractor & labor force (Interior Surfaces) ▪ SOB: Contractor 3x/Y

Section 3 – Process Control

3.1 Key Performance Indicators (KPIs)

KPIs are defined in the appropriate section of the Day Cleaning Operations manual (AOC-CP3.3) and the Night Cleaning Operations manual (AOC-CP3.1).

3.2 Records Retention Schedule

There are no record requirements for this guide.

3.3 Training

There are no training requirements for this guide.

Section 4 - Modifications

Main changes are the addition of items 1.2 Policy, 2.6 Tasks for the Day Cleaning Division, and of new Section 5 Implementation. Detailed changes list is available with Quality Management

Section 5 –Implementation

1. The following is required for the implementation of this process manual:

WHO	Will do WHAT	By WHEN
Organization Managers	✓ Distribute a copy of this guide to all personnel performing or supervising cleaning duties in both the day and the night shifts	Within one week of publication of this manual


Section 6 –Attachments

No documents are attached.

AOC Quality System Chapter 3
Facilities Management

QUALITY MANAGEMENT
Ford Building – Room H2-514 – x 6-0632




Hector Suarez
Deputy Chief of Staff

PROCESS MANUAL AOC-CP3.3 – v1.0 (05/04)
May 2004

DAY CLEANING OPERATIONS

Section 1 - Introduction

1.1 Purpose

Ensure that public spaces and public restrooms in congressional office buildings under the care of the Architect of the Capitol are cleaned following high hygiene standards, providing Congressional Elected Officials, their staff and the general public with clean and sanitary facilities.

This process manual defines uniform operating procedures for conducting day cleaning tasks and their relevant quality assurance activities.

1.2 Policy

It is the policy of the Architect of the Capitol to provide a high quality cleaning service to building occupants and visitors.

To do so, the AOC has established a comprehensive set of cleaning standards (see Guide AOC-QS3.2 Cleaning Standards), as well as general procedures to guide cleaning operations, provide guidance for special situations, and define a clear methodology to conduct cleanliness inspections and assess the services being provided.

1.3 Scope

Provisions contained in this manual affect all employees who perform cleaning tasks during the day shift and all buildings in which cleanliness is under the responsibility of the Architect of the Capitol.

The following jurisdictions and buildings are cleaned by AOC personnel and therefore are directly affected by this process:

- ⇒ Capitol Building (House side, selected rooms occupied by AOC personnel on the Senate side, Crypt and Rotunda).
- ⇒ House Office Buildings: Cannon, Longworth and Rayburn buildings.

AOC Quality System Chapter 3 Facilities Management

QUALITY MANAGEMENT
Ford Building – Room H2-514 – x 6-0632



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- ⇒ Capitol Building (House side, selected rooms occupied by AOC personnel on the Senate side, Crypt and Rotunda).
- ⇒ House Office Buildings: Cannon, Longworth and Rayburn buildings.

- ⇒ Senate Office Buildings: Dirksen, Hart and Russell buildings, Webster Hall Page Dormitory; Senate Child Care Center (on demand, labor division).

The following jurisdictions and buildings are cleaned by AOC selected Contractors and therefore may be affected by this process:

- ⇒ Capitol Building (House side, selected rooms occupied by AOC personnel on the Senate side, Crypt and Rotunda).
- ⇒ House Office Buildings: Ford Building (including Child Care Center).
- ⇒ Senate Office Buildings: Dirksen, Hart and Russell buildings, Webster Hall Page Dormitory; Senate Child Care Center.
- ⇒ Other buildings: Eney, Chestnut and Gibson Memorial Building (U.S. Capitol Hill Police Headquarters), Postal Square, Thurgood Marshall building.
- ⇒ Botanic Garden.

The following jurisdictions and buildings are not serviced under AOC responsibility and therefore are not affected by this process:

- ⇒ Capitol Building, Senate side.
- ⇒ Library of Congress: Jefferson, Adams and Madison buildings.
- ⇒ Supreme Court Building.

The Capitol Power Plant, although cleaned by AOC personnel, is not contemplated in this document at the time of approval.

1.4 Responsibility

The **Superintendent**, the **Deputy Superintendent** and the **Assistant Superintendents** may provide guidance and support regarding the implementation of the provisions contained in this process manual.

The **Assistant Superintendent** assigned to cleaning tasks (Capitol Building and Senate Office Buildings jurisdictions) and the **Supervisory Services and Compliance Specialist** (House Office Buildings jurisdiction) are the **Owners** of the **Day Cleaning Process**. Their duties include:

- ⇒ Implement and maintain the provisions contained in this process manual;
- ⇒ Steer the Day Cleaning Division towards the achievement of AOC cleaning goals;
- ⇒ Ensure that employees have the appropriate resources to perform their duties, including training, tools, materials and equipment;
- ⇒ Inform management of issues related to this process, including identified trends and needs.
- ⇒ Consolidate data into jurisdiction Cleanliness Reports and keep appropriate records.

The **Day Cleaning Division Supervisor** is responsible for the performance of the cleaning tasks. This function is performed by:

- Capitol Building jurisdiction: **Labor Division General Foreperson**
- House Office Buildings jurisdiction: **Day Cleaning Division Supervisor**
- Senate Office Buildings jurisdiction: **Day Labor Division Supervisor** (for employees) and **Building Inspectors** (for contractors)

His/her duties include:

- ⇒ Take corrective action as necessary to ensure that the instructions contained in this process manual are applied;
- ⇒ Provide guidance to team leaders on how to improve their own performance and their team's;
- ⇒ Analyze and act upon trends identified in the daily inspections;
- ⇒ Ensure that employees make use of the tools, materials and equipment necessary for a safe and effective performance;
- ⇒ Conduct monthly unscheduled inspections to verify that the inspection procedure is in place and effective.

The **Assistant Supervisor** is responsible for the follow-up on action plans and work orders as well as to support the Supervisor. In the Capitol Building jurisdiction, this function is performed by the **Labor Supervisor, Day Shift**.

His/her duties include:

- ⇒ Conduct the daily follow-up on work orders and action plans and take the necessary measures to ensure quick and effective resolutions;
- ⇒ Conduct inspections to ascertain team leaders proficiency;
- ⇒ Support the Supervisor as required.

Team Leaders are responsible for the performance of AOC employees assigned to cleaning tasks. Their duties include:

- ⇒ Provide guidance to custodians and laborers on how to improve their performance;
- ⇒ Conduct daily cleanliness inspections on buildings cleaned by AOC employees;
- ⇒ Take corrective actions as necessary to ensure cleanliness level is reached.

Custodial workers and **laborers (AOC employees)** are responsible for performing their assigned tasks in accordance to the AOC Cleaning Standards (see Guide AOC-CP3.2) and to the procedures contained herein.

Contract Officer Representatives (COR) and **Contract Job Managers** are responsible for supervising contractors' performance as stated in the relevant contracts. Their duties include:

- ⇒ Manage the cleaning contract;
- ⇒ Ensure that contractors utilize the appropriate resources to perform their duties, including training, tools, materials and equipment;
- ⇒ Provide instructions on opportunities for improvement and take corrective actions as necessary to ensure cleanliness level is reached.
- ⇒ Coordinate AOC's cleanliness inspections to verify contractors' performance;
- ⇒ Keep jurisdiction management informed of progress.

Contractors are responsible for performing their assigned tasks in accordance to the AOC Cleaning Standards (see Guide AOC-CP3.2). At HOB, contractors are also required to submit a quality assurance plan prior to contract start for AOC approval.

1.5 Safety Considerations

All functions involved in the initial implementation and the ongoing application of the provisions contained in this process manual are expected to comply with health and safety requirements regarding employees in the workplace.

Employees and contractors are expected to work and behave in a manner consistent with AOC Safety Policies and OSHA standards and follow safe work practices.

Whenever appropriate, employees and contractors are expected to wear the proper safety clothing or personal protective equipment (PPE) while performing their duties.

Section 2 - Procedures

2.1 General (see flowchart)

1. AOC definition of cleanliness is detailed in Guide AOC-CP3.2 Cleaning Standards. This document is part of the AOC Quality System.
2. AOC employees will be issued the necessary equipment and cleaning supplies to perform their tasks. These include, but are not limited to, cleaning carts, mops, buckets, brooms, dust pans, rags, cleaning and disinfecting solutions. Contractors are expected to provide their own cleaning supplies and equipment.

3. Tasks assigned to contractors and their frequencies will be defined in their contracts and may vary from year to year and from jurisdiction to jurisdiction. In case of conflict between this manual and the contract, the latter will prevail.
4. Custodians and laborers are informed – and constantly reminded – of AOC Cleaning Standards by their Supervisors, through cleanliness inspections and training.
5. Contractors are informed of AOC Cleaning Standards by the Contract Officer Representative, through feedback and follow-up meetings.
6. Employees are required to use and maintain the equipment in an appropriate manner and to report to their Supervisor any malfunction or defect for prompt resolution.
7. Custodians and laborers receive ongoing informal training on work procedures, equipment and product usage from their Supervisors. Vendors might also provide informal training on equipment and supplies. Formal training is provided through the Training and Employee Development Branch of the Human Resources Management Division. No formal annual training calendar is established.
8. The AOC is not responsible for training contractors. Contractors are expected to ensure that personnel rendering their services to the AOC perform in a professional and effective manner.
9. In the SOB jurisdiction, high security areas and health units are cleaned during the day shift. In HOB, they are cleaned by both the night and day shifts. In the Capitol Building, some high security areas and the health units are cleaned during the night shift.
10. Special conditions, meaning those that require tools and/or equipment not normally available to custodians, laborers, and/or contractors (i.e.: major spills or furniture damage) are addressed below (see 2.4 Special Conditions).
11. Inspections will be conducted as described below (see 2.5 Inspections and Reporting).
12. Contractor-cleaned areas will be inspected randomly either by Building Inspectors or by the COR as appropriate.
13. The Day Cleaning Division Supervisor will prepare a monthly report to keep the Assistant Superintendent assigned to cleaning tasks (CB and SOB) and the Supervisory Services and Compliance Specialist (HOB) updated on performance. The report will contain at least the following:
 - Cleanliness level: sats/unsats
 - Issued corrective action plans and their results
 - Personnel issues: praise & areas requiring improvement
14. The Assistant Superintendent assigned to cleaning tasks (CB and SOB) and the Supervisory Services and Compliance Specialist (HOB) will prepare a semi-annual report to keep jurisdiction management updated on performance. The report will contain at least the following:
 - Performance compared to goal and trend
 - Issued corrective action plans and their results
 - Personnel issues: praise & areas requiring improvement
 - Target for following period (% of sats / % of unsats)
15. The Contract Officer Representative will keep jurisdiction management updated on contractor performance as appropriate.

2.2 Day Cleaning Areas, Frequencies, and Tasks

1. The following applies to spaces cleaned by AOC employees. Contractors' areas, tasks, and frequencies will be defined in their relevant contracts. AOC's cleaning standards will be used as basis for contracts' requirements for consistency.
2. The Day Cleaning Division is responsible for cleaning the areas described in the table below.
3. Cleaning and inspection frequency will occur as detailed in the table below.

Area Type	Definition	Cleaning/Policing Frequency	Inspection Frequency
Public access areas (Congressional identification not required for transit)			
• Exterior areas	Entrances, stairways and landings (street side, to the sidewalk line)	At least two (2) times per day Hourly at HOB	at least two (2) times per day
• Interior areas	Entrances, foyers, lobbies, rotundas, corridors, stairways and landings, elevators, escalators	At least three (3) times per day Hourly at HOB	at least three (3) times per day
• Other areas	Courtyards, terraces	At least two (2) times per day Hourly at HOB	at least two (2) times per day
• Public Restrooms		every hour	at least three (3) times per day
Restricted access areas (Congressional identification required for transit):			
• Interior areas	Tunnels, subways	At least two (2) times per day Hourly at HOB	at least two (2) times per day
• Special private areas	High security areas and health units	At least one (1) time per day. More often if required	Only if requested
• Child Care Centers	Diaper pick up (HOB only)	At least one (1) time per day. More often if required	Only if requested
• Clean-on request areas	Committee rooms, offices, daycare centers	Only if requested	Only if requested

4. Tasks to be performed in all areas except restrooms are the following (unless stated otherwise, “to clean” means “to wipe with the appropriate solution”):

4.1. Surfaces:

- Spot-clean furniture, remove marks from walls, doors, door jamb and trim;
- Dust light fixtures, rails, ledges and radiators;
- Clean glass surfaces and mirrors, remove marks from interior glass partitions and glass door panels;
- Wipe drinking fountains with a disinfectant solution;
- Wash and polish glass entrance doors;
- Clean and polish handrails;
- Wipe elevator doors and metal surfaces (buttons, button plates).

4.2. Floors:

- Mop up wet areas caused by spillage, accidents or inclement weather;
- Clean floor, including baseboards and splashboards, remove shoe marks, oil, grease, stains, dust;

- Vacuum carpet areas, including inside elevators;
- Damp mop stairs and landings
- Clean walk-off mats.

4.3. Trash:

- Pick up any paper/trash from the floor, remove wads of gum;
- Empty trash receptacles and recycling containers;
- Empty cigarette ash containers ensuring that contents, especially hot ashes, are kept separated from trash, recyclables, and any other flammable items;
- Spot-clean containers as required;
- Replace liners as appropriate;
- Return containers to their original location;
- Take trash/recyclable collected materials to the appropriate staging area;
- Remove soiled diapers from Child Care Centers (HOB only).

5. Tasks to be performed in restrooms are the following (unless stated otherwise, “to clean” means “to wipe with a disinfectant solution”):

5.1. Sink areas:

- Clean restroom entrance door (inside and outside);
- Empty sanitary napkins receptacles and trash cans, clean and disinfect as necessary, replace liners;
- Clean and restock dispensers as needed (soap, paper towels, toilet paper);
- Clean and disinfect sinks and countertops;
- Clean mirrors. Polish chrome fixtures.

5.2. Shower areas:

- Clean shower and fixtures;
- Clean shower curtains and partitions.

5.3. Stalls:

- Clean doors, including hardware, and partitions as needed, remove graffiti;
- Empty trash receptacles and sanitary napkin containers, clean if necessary, replace liners;
- Clean and restock toilet paper dispensers as needed;
- Clean toilet bowls and seats, polish chrome fixtures.

5.4. Urinal areas:

- Clean urinals, polish chrome fixtures.

5.5. Rest Areas (Ladies Restrooms only):

- Spot-clean furniture;
- Clean mirrors.

5.6. Floors:

- Mop and clean all floors (including inside stalls, under urinals, shower, sinks, and rest areas) Before starting, the cleaner will position adequate barricades and signs to provide sufficient warning to users. After finishing, he/she will only remove the barricades and signs when the floors are dry.

6. Due to the microorganisms found in restrooms and to the chemicals used in cleaning, all cleaners should wear rubber gloves while cleaning these areas. Further, cloths used in cleaning and disinfecting toilets, urinals and showers should be a color readily distinguishable from cloths used on other surfaces and fixtures.

2.3 Special Conditions (see flowchart)

1. Special Conditions are those that require tools and/or equipment not normally available to the custodian/laborer or the contractor employee. They can be either cleaning or maintenance issues:
 - ⇒ A cleaning condition occurs when a cleaning task cannot be completed within the tour of duty. Examples of cleaning conditions are: major spills, persistent stains;
 - ⇒ A maintenance condition occurs when a physical damage to the premises or an operation defect is identified and cannot be corrected by the cleaner. Examples of maintenance conditions are: leaking faucets, inoperative electrical outlets, burnt light bulbs, furniture damage.
2. Custodians/laborers and contractors will report all special conditions, either cleaning or maintenance issues, identified during their tour of duty to their team leader who will inform the Assistant Supervisor.
3. Whenever the circumstances allow for it, the Assistant Supervisor will proceed as follows:
 - Note the deficiency to open a CAFM work order;
 - If possible, affix a pre-printed self-adhesive note in the immediate vicinity of the affected item to be cleaned / repaired / maintained to inform the occupant that the AOC is aware of the condition and is addressing it (i.e.: stall door leading to mal-functioning toilet, mirror immediately above leaking faucet).
 - Open the CAFM work order as soon as possible.
4. During the following tour of duty, the Assistant Supervisor will check if the special condition has been addressed. If it hasn't, he/she will inform the Day Cleaning Division Supervisor who will ensure the condition is corrected as soon as possible.

2.4 Inspections and Reporting (see flowchart)

1. The following procedure applies to spaces cleaned by AOC employees. Contractors are expected to implement their own inspection procedures, although AOC building inspectors may verify the cleanliness level and request actions as appropriate. Contractors are encouraged to use AOC's inspection checklists for consistency.
2. Team leaders and the Assistant Supervisor (the Inspector) will conduct daily inspections. The daily frequency of inspections is detailed in the table above (see 2.2 Cleaning Areas, Frequencies, and Tasks).
3. Inspections will be conducted using the appropriate checklist contained in Section 6 of this process manual as follows:
 - ✓ Inspectors will mark items cleaned as established in the AOC Cleaning Standards as "sat". Items not meeting the criteria will be marked as "unsat".
 - ✓ Inspectors will point items marked as "unsat" to the custodian/laborer or contractor, who are expected to immediately correct the deficiency.
 - ✓ Inspectors will then re-inspect items marked as "unsat" to confirm that the deficiency has been corrected and mark the item as "sat" or "unsat" as appropriate in the inspection checklist.
 - ✓ If the item is still not clean, the inspector will indicate to the custodian/laborer or contractor what the cleaning standard is and ensure that the item is cleaned to satisfaction.
 - ✓ Maintenance deficiencies identified by the inspector during an inspection will be addressed as described above (see 2.3 Special Conditions).
4. At least once per month, the Day Cleaning Division Supervisor will conduct unscheduled inspections to verify that the inspection procedure is in place and is effective.
5. Employees' daily inspections will be sent to the Day Cleaning Division Supervisor for processing and monitoring of key performance indicators defined in Section 3.
6. If negative trends are identified, the Day Cleaning Division Supervisor will take corrective action, and follow its implementation until the trend is satisfactorily reversed.

7. The Day Cleaning Division Supervisor will summarize trends and actions in a monthly report to the Assistant Superintendent assigned to cleaning tasks (CB and SOB) or the Supervisory Services and Compliance Specialist (HOB).
8. The Assistant Superintendent assigned to cleaning tasks (CB and SOB) or the Supervisory Services and Compliance Specialist (HOB) will summarize trends and actions and inform of performance and goals in a semi-annual report to jurisdiction management.
9. The Contract Officer Representative will keep jurisdiction management updated on contractor performance as appropriate.
10. The Quality Assurance Management and Program Analyst may request reports copies for compliance and process control purposes.

2.5 Lost and Found

1. Objects found in public areas, including valuable objects such as wallets or jewelry will be deposited at the nearest U.S. Capitol Police office with a report of who turned in the item. Objects will be held for 30 days. After this period personal items will be returned to the finder while Federal Agency property will be disposed of through established procedures.
2. The U.S. Capitol Police Communications Person tracks the owner of cell phones and pagers upon receipt of the article.

Section 3 – Process Control

3.1 Key Performance Indicators (KPIs)

1. The goal of this instruction is two-fold:
 - ⇒ improve public areas cleanliness and hygiene, minimize customer complaints, and address customer concerns by meeting their expectations of clean well stocked, and appealing public restrooms;
 - ⇒ support continuous improvement of the workforce assigned to the Day Policing Division.
2. The following items will be used to measure the effective application of this instruction:
 - Number of inspections
 - Number of sats per building
 - Number of unsats per employee (not applicable to contractors)
3. This instruction will be deemed effective in achieving the goal if:
 - Number of inspections is as required or higher, but not lower (data significance)
 - Number of sats for the building is stable or increasing, but not decreasing (improvement)
 - Number of individual unsats is decreasing or stable, but not increasing (efficiency)
4. Note: Custodians' and laborers' individual scores will be used to measure the degree of employee performance and determine if further training or coaching is needed.
5. Contractors' performance indicators will be defined in their respective contracts. The COR will measure and follow-up on them. CORs are encouraged to adopt the same KPIs as for AOC employees for consistency.
6. Two years after the initial application of this Process Manual, KPIs will be updated to reflect the evolution of this activity.

3.2 Records Maintenance Schedule

1. Records necessary to the correct registry of the process are the following
 - Inspections: To be maintained by the Supervisor for three months
 - Monthly reports: To be maintained by the Supervisor for one year

- Semi-annual reports: To be maintained by Process Owners for two years
2. Records must be readily available during the pre-established conservation time. After this period they can be either transferred to the Records Management Division for proper conservation or destroyed as appropriate.

3.3 Training

1. Employees of the Day Cleaning Division will be required to attend mandatory safety classes as well as other relevant training as identified by management.
2. Team Leaders and the Supervisor will provide informal training on Cleaning Standards.
3. Contractors are responsible for their own training.

Section 4 - Modifications

1. This is version 1.0. No previous versions of this process manual have been issued.
2. This process manual supersedes process manual HOB-CP3.4 Day Cleaning Division Operations.

Section 5 - Implementation

1. The following is required for the implementation of this process manual:

WHO	Will do WHAT	By WHEN
Organization Managers	✓ Distribute a copy of this process manual and of guide AOC-QS3.2 Cleaning Standards to all personnel performing or supervising cleaning duties in the day shift	Within one week of publication of this manual
Organizations	✓ Procure/provide pre-printed self-adhesive notes for special conditions (see attachment for sample)	Within one month of publication of this manual
Supervisors	✓ start using the pre-printed self-adhesive notes as described in 2.3 above	Upon reception of the notes
Supervisors	✓ Start inspection routine as explained in 2.4 above, using the new inspection forms (Form AOC-QS3.3/01-0404 Public Areas Inspection checklist and form AOC-QS3.3/02-0404 Public Restrooms Inspection checklist). ✓ Day Cleaning Division Supervisor to analyze data for action	Upon publication of this manual
Day Cleaning Division Supervisor	✓ Develop routine for analyzing data for action and reporting as appropriate on performance and cleanliness status	Upon publication of this manual

WHO	Will do WHAT	By WHEN
COR or Building Inspectors	<ul style="list-style-type: none">✓ Start contractors' inspection routine using the same forms as for Jurisdiction employees (Form AOC-QS3.3/01-0404 Public Areas Inspection checklist and form AOC-QS3.3/02-0404 Public Restrooms Inspection checklist as appropriate);✓ Develop routine for analyzing data for action and reporting as appropriate on contractor's performance and cleanliness status	Upon publication of this manual
Assistant Superintendent assigned to cleaning duties	<ul style="list-style-type: none">✓ Develop routine for reporting semi-annually on performance and cleanliness status	Upon publication of this manual
Day Cleaning Division Supervisor	<ul style="list-style-type: none">✓ Start monthly random unscheduled inspections using the inspection forms	Upon publication of this manual

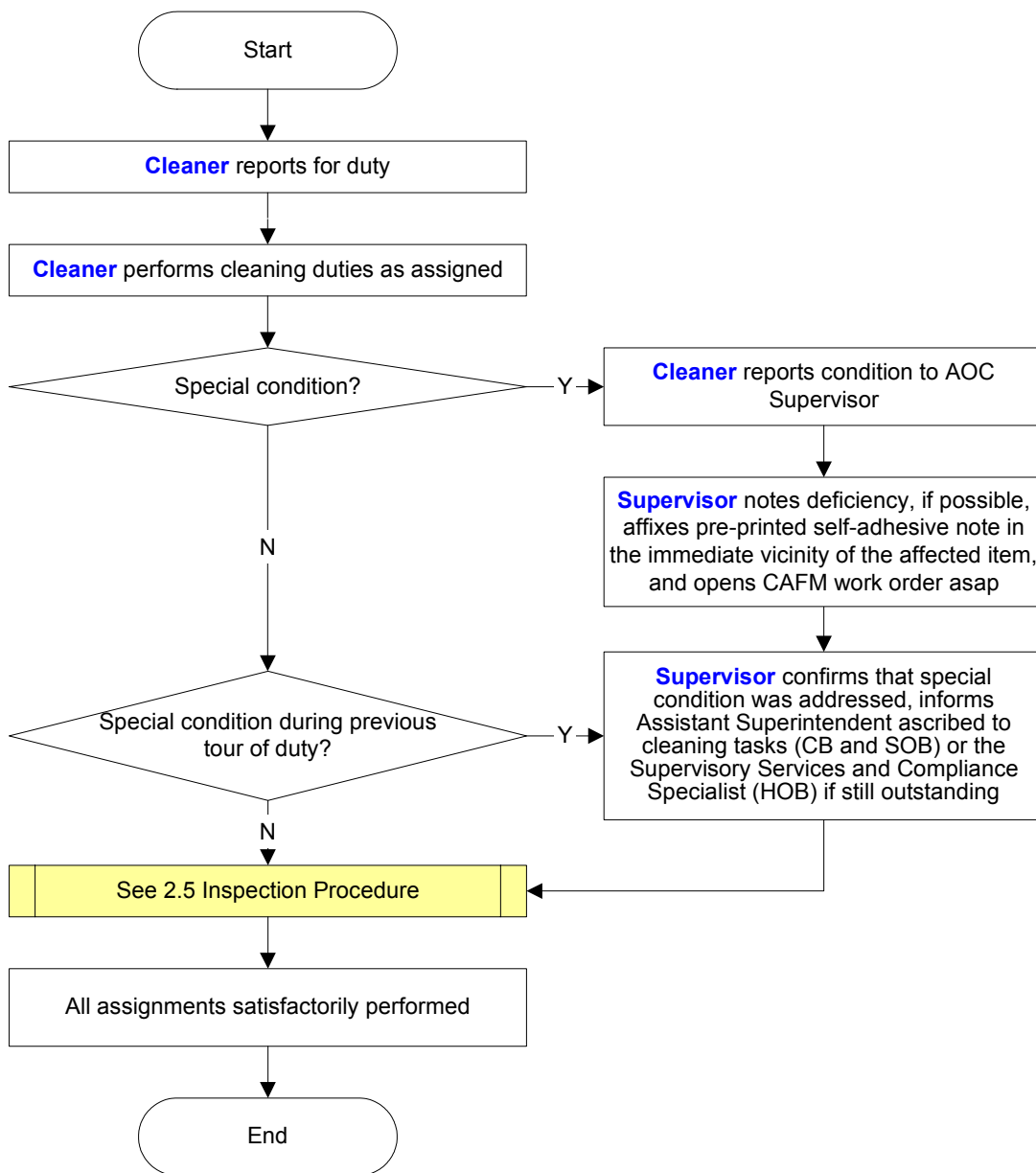
Section 6 – Attachments

The following documents are attached:

- Flowcharts:
 - 2.1 General Cleaning Operations and 2.3 Special Conditions
 - 2.4 Inspections and reporting
- Other resources:
 - 2.3 - Special Conditions – Sample of pre-printed self-adhesive note
- Documents:
 - Form AOC-QS3.3/01-0404 Public Areas Inspection checklist
 - Form AOC-QS3.3/02-0404 Public Restrooms Inspection checklist

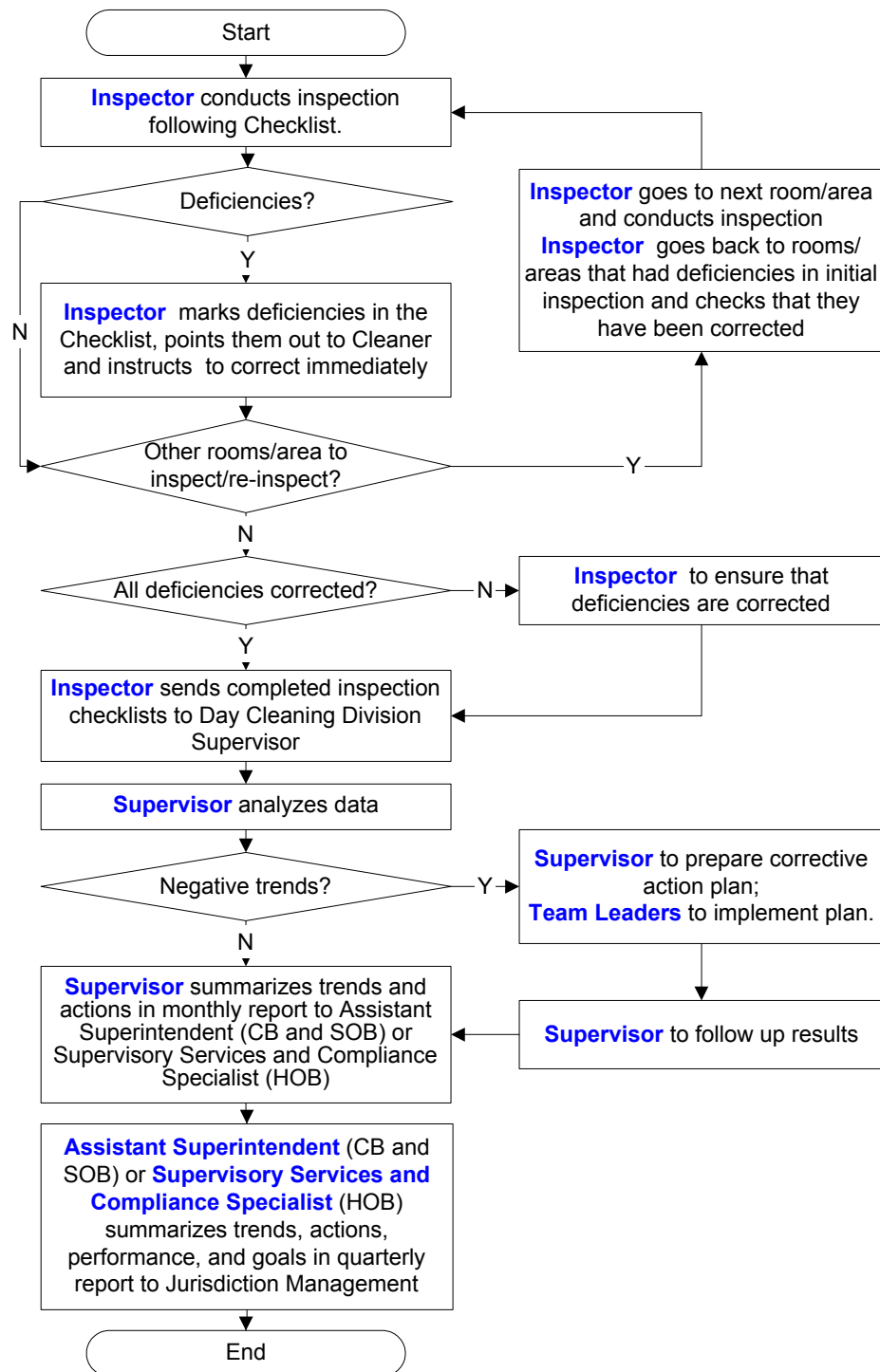
2.1 General Cleaning Operations and 2.4 Special Conditions

Action



2.5 Inspection and Reporting

Action



2.3 - Special Conditions – Sample of pre-printed self-adhesive note



While performing cleaning duties, we
identified the following condition

.....
We are working to address this issue and
apologize for any inconvenience caused.
For more information, call the Service
Center at extension n-nnnn

The Office of the Superintendent

[illegible]



AOC – CP3.3 – Day Cleaning Operations
Public Restrooms Day Cleaning Inspection Checklist

(Form AOC-QS3.3/02-0404)

ARCHITECT OF THE CAPITOL
WASHINGTON, DC 20515

QUALITY MANAGEMENT
Ford Building – Room H2-514

Date:
Building:
Inspector:
Employee:
Assignment:

Instructions: Mark satisfactorily completed items (sats) with ✓ or 1 and unsats with ✗ or 0 in “1-0” column. If item N/A, leave **blank**. Unsats must be addressed on the spot. Re-inspect unsats and mark with 1/ ✓ or 0/ ✗ as appropriate in column “C”. If still unsat, instruct on how to clean item. Ensure item is cleaned before leaving.

Type	Surface and Task	1		2		3		4		5		6		7	
		1-0	C	1-0	C	1-0	C	1-0	C	1-0	C	1-0	C	1-0	C
Sinks area	Restroom door is clean (inside and outside)														
	Trashcans are clean and relined														
	Soap dispensers are clean and filled														
	Paper towels dispensers are clean and filled														
	Sanitary napkins dispensers are clean and filled														
	Sinks, countertops and mirrors are clean														
	Chrome fixtures are polished														
	Floor is mopped and clean														
Stalls	Doors, hardware, partitions are clean, no graffiti														
	Sanitary napkins containers are clean and relined														
	Toilet paper dispensers are clean and filled														
	Toilet bowl and seat are clean, fixtures polished														
	Floor is mopped and clean														
Urinals area	Urinals are clean, fixtures polished														
	Floor is mopped and clean														
Showers area	Showers and fixtures are clean														
	Shower doors and partitions are clean														
	Shower floors are mopped and clean														
Rest Area	Furniture is clean														
	Floor is mopped and clean														

Notes:
.....
.....
.....

[illegible]

ATTACHMENT J.8

KIOSKS LOCATIONS:

NOTE: These Kiosks units vary in number, and several units are moved from one place to another. The COTR is responsible to keep the Contractor informed of the locations.

HOUSE SIDE	
Washington Avenue & Independence Avenue SW Size – 72 Square Feet Carpet – Yes	Washington Avenue& Delaware Avenue SW Size – 72 Square Feet Carpet - Yes
1 st Street & Independence Avenue SW Size – 72 Square Feet Carpet - Yes	Washington Avenue & C Street SW Size – 72 Square Feet Carpet – Yes
South Capitol Street & Independence Avenue SW Size – 72 Square Feet Carpet – Yes	Power Plant New Jersey Avenue & E Street SE Side – 40 Square Feet Carpet - No
Washington Street & Independence Avenue SW (Sidewalk) Size – 72 Square Feet Carpet – Yes	Ford House Office Building Virginia Avenue SE Size - 72 Square Feet Carpet - Yes
CAPITOL SQUARE	
South Barricade (main drive) Size – 72 Square Feet Carpet – Yes	South Barricade (Octagon Kiosk) Size – 36 Square Feet Carpet – Yes/Partial
North Barricade (main drive) Size – 72 Square Feet Carpet – Yes	North Barricade (Octagon Kiosk) Size – 36 Square Feet Carpet – Yes
SENATE SIDE	
New Jersey Avenue & C Street NW Size – 96 Square Feet Carpet – Yes	D Street Tunnel to Hart Building (Next to Police Headquarters) Size – 40 Square Feet Carpet – No
Delaware Avenue and Constitution Ave NW Size – 72 Square Feet Carpet – No	2 nd Street and C Street NE Size – 72 Square Feet Carpet – No
Russell Courtyard Size – 25 Square Feet Carpet – No	2 nd Street Hart Horseshoe NE Size – 72 Square Feet Carpet - No

**** NOTICE ****

TO: ALL VENDORS/CONTRACTORS/CONSULTANTS

FROM: THE OFFICE OF THE ARCHITECT OF THE CAPITOL

Due to requirements set forth in the DEBT COLLECTION IMPROVEMENT ACT OF 1996 (PUBLIC LAW 104-134), all payments made to vendors, contractors and consultants doing business with the Federal Government must be made by Electronic Funds Transfer (EFT) directly to your financial institution. If you are currently enrolled under EFT with the Architect of the Capitol, no further action is necessary other than to report changes.

EFT payments are cost effective, enabling prompt, convenient and reliable payments directly to a designated bank account.

The Architect of the Capitol, in making EFT payments, supplies the financial institution with identifying information (ie. invoice number), which accompanies each transaction. The financial institution in turn can supply this information to the account holder.

Therefore, to accomplish the mandate of P. L. 104-134, it is necessary that the attached sheet; PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM be completed and returned with your bid or offer as set forth in Section G of the solicitation.

**PAYMENT INFORMATION FORM
ACH VENDOR PAYMENT SYSTEM**

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. The information will be transmitted in the CCD+ format to the designated financial institution.

Debt Collection Improvement Act of 1996

PAPERWORK REDUCTION ACT STATEMENT

The information being collected on this form is pursuant to Public Law 104-134, which mandated Electronic Funds Transfer for recipients of all federal payments (excluding IRS tax refunds) beginning July 24, 1996. This information will be needed by the Treasury Department to transmit payments and related data.

COMPANY INFORMATION

NAME:

ADDRESS:

CONTRACT NUMBER: **AOC-**_____

TAXPAYER IDENTIFICATION NUMBER (TIN):

CONTACT PERSON NAME:

TELEPHONE NUMBER: ()
FAX NUMBER: ()

AGENCY INFORMATION

NAME: ARCHITECT OF THE CAPITOL - FORD HOUSE OFFICE BUILDING

ADDRESS: ACCOUNTING DIVISION, ROOM H2-205

WASHINGTON, D.C. 20024

FAX NUMBER: (202) 225-7321

CONTACT PERSON NAME: MR. JAMES JARBOE

TELEPHONE NUMBER: (202) 226-2552

FINANCIAL INSTITUTION INFORMATION

BANK NAME:

BRANCH LOCATION: (If applicable)

CONTACT NAME:

TELEPHONE NUMBER: ()

NINE DIGIT ROUTING TRANSIT NUMBER: _____

DEPOSITOR ACCOUNT NUMBER:

TYPE OF ACCOUNT: _____ CHECKING _____ SAVINGS _____ LOCKBOX

SIGNATURE AND TITLE OF REPRESENTATIVE:

TELEPHONE NUMBER:

ID required _____

No ID _____



CP-491
(4-96)

UNITED STATES CAPITOL POLICE
WASHINGTON, D.C. 20510-7218

REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS

Please report with: (1) a form of valid photo identification and (2) this form; to the Identification Section,
Room 103B, U.S. Capitol Police Headquarters, 119 D Street, N.E.

1 Name (Last, First, Middle)

Address:

Street & No.

City & State

Zip

Tele:

2 Other names ever used (e.g. maiden name, nickname, etc.)

3 Date of Birth (Month, Day, Year)

4 Birthplace (City and State or County)

5 Social Security Number

6 Sex

☐ Male ☐ Female

7 Race

8 Height

9 Weight

10 Eye Color

11 Hair Color

SIGNATURE AND RELEASE OF INFORMATION:

READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided above in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all the information provided above is true, correct, and complete, and made in good faith.

12 Signature

13 Date Signed (Month, Day, Year)

AOC PAST PERFORMANCE QUESTIONNAIRE
RFP NO. 050083

**CUSTODIAL AND RELATED SERVICES FOR THE UNITED STATES CAPITOL
POLICE FACILITIES, WASHINGTON, D.C.**

The company listed below is preparing an offer on the above project for the Architect of the Capitol, Washington, DC. Your name has been provided as a customer reference regarding performance under a past contract with your agency/company. Your comments are considered Source Selection Sensitive, therefore, you are advised that your response will be safeguarded to the extent cited in the Federal Acquisition Regulation (FAR) 42.1503. FAR prohibits the release of past performance evaluations to other than other Government personnel and the company whose performance is being evaluated during the period the information may be used to provide source selection information.

This past performance questionnaire is being submitted by the contractor and you are requested complete it and return it to the Architect of the Capitol in care of Lauren J. Wilson, Contract Specialist at FAX number (202)225-3221 on or before the proposal **submission due date of OCTOBER 12, 2005 by 1:00 p.m.** While all elements below may not apply, please complete as much as possible.

Company/Individual Requesting Past Project Information:

Name: _____

Past Project Title On Which The Company Is Being Evaluated

Project Title : _____

Evaluator POC (for verification purposes)

Name: Agency/Company, POC _____ Date: _____

Phone No.: _____ Fax No. _____

E-mail Address: _____

Address: _____

Position held or function in relation to project: _____

Ratings: Please evaluate the contractor's performance using the following ratings:

“O” Outstanding The contractor's performance clearly exceeded the contract requirements.

AOC PAST PERFORMANCE QUESTIONNAIRE
RFP NO. 050083

“S” Satisfactory	The contractor’s performance met the contract requirements.
“M” Marginal	The contractor’s performance met the minimum contract requirements but with difficulty.
“U” Unsatisfactory	The contractor’s performance was poor and/or did not satisfy contract requirements.

Please rate and provide supporting information for the following. If the rating is Outstanding or Unsatisfactory, please provide specific contract/job performance areas which were exceeded or not performed in accordance with the contract’s minimum requirements. (Use additional sheets as needed)

1. Performance in meeting delivery/completion schedules: _____

_____ **Rating:** _____

2. What did the contractor do to improve or resolve schedule problems, if any? _____

-

_____ **Rating:** _____

3. The contractor’s quality control (CQC). _____

_____ **Rating:** _____

4. The contractor’s performance in delivering quality work in accordance with the contract:

_____ **Rating:** _____

5. The contractor’s ability to provide the required work at a reasonable total price. _____

_____ **Rating:** _____

6. The contractor’s compliance with labor standards, if applicable. _____

_____ **Rating:** _____

7. The contractor’s compliance with safety standards. _____

AOC PAST PERFORMANCE QUESTIONNAIRE
RFP NO. 050083

Rating: _____

8. Has the contractor been given any of the following: Cure notice, show cause, letters of reprimand, suspension of payments, termination? If yes, please explain. _____

Rating: _____

9. Would you award another contract to this contractor? If no, please state reasons for not recommending this contractor additional work. _____

Rating: _____

10. Was the customer satisfied with the end product? _____

Rating: _____

11. The relationship between the contractor and owner's contract team/Contracting Officer/COR/COTR?

Rating: _____

12. The contractor's on-site management and coordination of subcontractors.

Rating: _____

13. The contractor's overall corporate management, integrity, reasonableness and cooperative conduct.

Rating: _____

14. Has the contractor filed any modifications?_____ How many? _____

And to what extent? _____

15. Has the contractor been provided an opportunity to discuss any negative performance ratings?

If so, what were the results? _____

AOC PAST PERFORMANCE QUESTIONNAIRE
RFP NO. 050083

16. **OVERALL RATING** **Rating:** _____

17. Please provide any additional comments: _____

<p>REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT</p> <p>By direction of the Secretary of Labor</p> <p>William Division of W. Wage Gross Determinations Director</p>	<p>U.S. DEPARTMENT OF LABOR</p> <p>EMPLOYMENT STANDARDS ADMINISTRATION</p> <p>WAGE AND HOUR DIVISION</p> <p>WASHINGTON, D.C. 20210</p> <p>Wage Determination 1994-2103 No.:</p> <p>Revision No.: 34</p> <p>Date of Last Revision: 05/23/2005</p>
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States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	12 .16
01012 - Accounting Clerk II	12 .86
01013 - Accounting Clerk III	14 .89
01014 - Accounting Clerk IV	16 .65
01030 - Court Reporter	17 .02
01050 - Dispatcher, Motor Vehicle	16 .50
01060 - Document Preparation Clerk	12 .75
01070 - Messenger (Courier)	10 .23
01090 - Duplicating Machine Operator	12 .75
01110 - Film/Tape Librarian	15 .10

01115 - General Clerk I	11 .68
01116 - General Clerk II	13 .72
01117 - General Clerk III	15 .32
01118 - General Clerk IV	18 .74
01120 - Housing Referral Assistant	19 .30
01131 - Key Entry Operator I	12 .67
01132 - Key Entry Operator II	13 .82
01191 - Order Clerk I	14 .74
01192 - Order Clerk II	16 .29
01261 - Personnel Assistant (Employment) I	13 .05
01262 - Personnel Assistant (Employment) II	15 .10
01263 - Personnel Assistant (Employment) III	17 .02
01264 - Personnel Assistant (Employment) IV	19 .60
01270 - Production Control Clerk	18 .89
01290 - Rental Clerk	15 .42
01300 - Scheduler, Maintenance	15 .26
01311 - Secretary I	16 .11
01312 - Secretary II	17 .31
01313 - Secretary III	19 .30
01314 - Secretary IV	21 .45
01315 - Secretary V	23 .75
01320 - Service Order Dispatcher	15 .82
01341 - Stenographer I	15 .15
01342 - Stenographer II	16 .47
01400 - Supply Technician	21 .45
01420 - Survey Worker (Interviewer)	16 .43
01460 - Switchboard Operator-Receptionist	12 .06
01510 - Test Examiner	17 .31
01520 - Test Proctor	17 .31
01531 - Travel Clerk I	11 .63
01532 - Travel Clerk II	12 .49
01533 - Travel Clerk III	13 .41
01611 - Word Processor I	12 .75
01612 - Word Processor II	15 .10
01613 - Word Processor III	17 .02

03000 - Automatic Data Processing Occupations

03010 - Computer Data Librarian	15 .10
03041 - Computer Operator I	15 .10
03042 - Computer Operator II	17 .02
03043 - Computer Operator III	18 .89
03044 - Computer Operator IV	21 .09
03045 - Computer Operator V	23 .35
03071 - Computer Programmer I (1)	19 .64
03072 - Computer Programmer II (1)	23 .33
03073 - Computer Programmer III (1)	27 .62
03074 - Computer Programmer IV (1)	27 .62
03101 - Computer Systems Analyst I (1)	27 .62
03102 - Computer Systems Analyst II (1)	27 .62
03103 - Computer Systems Analyst III (1)	27 .62
03160 - Peripheral Equipment Operator	15 .10

05000 - Automotive Service Occupations

05005 - Automotive Body Repairer, Fiberglass	22 .73
05010 - Automotive Glass Installer	17 .88
05040 - Automotive Worker	17 .88
05070 - Electrician, Automotive	18 .95
05100 - Mobile Equipment Servicer	15 .69
05130 - Motor Equipment Metal Mechanic	19 .98
05160 - Motor Equipment Metal Worker	17 .88
05190 - Motor Vehicle Mechanic	20 .07
05220 - Motor Vehicle Mechanic Helper	16 .81
05250 - Motor Vehicle Upholstery Worker	17 .88
05280 - Motor Vehicle Wrecker	17 .88
05310 - Painter, Automotive	18 .95
05340 - Radiator Repair Specialist	17 .88
05370 - Tire Repairer	14 .43
05400 - Transmission Repair Specialist	19 .98

07000 - Food Preparation and Service Occupations

(not set) - Food Service Worker	9 .91
07010 - Baker	12 .25
07041 - Cook I	11 .53
07042 - Cook II	12 .79

07070 - Dishwasher	9 .76
07130 - Meat Cutter	16 .07
07250 - Waiter/Waitress	8 .59

09000 - Furniture Maintenance and Repair Occupations

09010 - Electrostatic Spray Painter	18 .05
09040 - Furniture Handler	12 .55
09070 - Furniture Refinisher	18 .05
09100 - Furniture Refinisher Helper	13 .85
09110 - Furniture Repairer, Minor	16 .01
09130 - Upholsterer	18 .05

11030 - General Services and Support Occupations

11030 - Cleaner, Vehicles	9 .67
11060 - Elevator Operator	9 .79
11090 - Gardener	14 .27
11121 - House Keeping Aid I	9 .97
11122 - House Keeping Aid II	10 .77
11150 - Janitor	10 .12
11210 - Laborer, Grounds Maintenance	11 .65
11240 - Maid or Houseman	9 .97
11270 - Pest Controller	12 .49
11300 - Refuse Collector	11 .69
11330 - Tractor Operator	14 .00
11360 - Window Cleaner	10 .51

12000 - Health Occupations

12020 - Dental Assistant	16 .90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15 .83
12071 - Licensed Practical Nurse I	15 .86
12072 - Licensed Practical Nurse II	17 .79
12073 - Licensed Practical Nurse III	19 .92
12100 - Medical Assistant	12 .94
12130 - Medical Laboratory Technician	16 .32
12160 - Medical Record Clerk	14 .96
12190 - Medical Record Technician	16 .47
12221 - Nursing Assistant I	9 .32

12222 - Nursing Assistant II	10 .48
12223 - Nursing Assistant III	11 .94
12224 - Nursing Assistant IV	13 .40
12250 - Pharmacy Technician	13 .02
12280 - Phlebotomist	13 .40
12311 - Registered Nurse I	24 .92
12312 - Registered Nurse II	29 .47
12313 - Registered Nurse II, Specialist	29 .47
12314 - Registered Nurse III	35 .65
12315 - Registered Nurse III, Anesthetist	35 .65
12316 - Registered Nurse IV	42 .73

13000 - Information and Arts Occupations

13002 - Audiovisual Librarian	20 .85
13011 - Exhibits Specialist I	17 .98
13012 - Exhibits Specialist II	23 .33
13013 - Exhibits Specialist III	28 .07
13041 - Illustrator I	18 .73
13042 - Illustrator II	23 .42
13043 - Illustrator III	28 .82
13047 - Librarian	24 .54
13050 - Library Technician	17 .18
13071 - Photographer I	14 .67
13072 - Photographer II	17 .18
13073 - Photographer III	21 .52
13074 - Photographer IV	26 .05
13075 - Photographer V	29 .15

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations

15010 - Assembler	8 .71
15030 - Counter Attendant	8 .71
15040 - Dry Cleaner	10 .94
15070 - Finisher, Flatwork, Machine	8 .71
15090 - Presser, Hand	8 .71
15100 - Presser, Machine, Drycleaning	8 .71
15130 - Presser, Machine, Shirts	8 .71
15160 - Presser, Machine, Wearing Apparel, Laundry	8 .71

15190 - Sewing Machine Operator	11 .73
15220 - Tailor	12 .43
15250 - Washer, Machine	9 .31

19000 - Machine Tool Operation and Repair Occupations

19010 - Machine-Tool Operator (Toolroom)	18 .95
19040 - Tool and Die Maker	23 .05

21000 - Material Handling and Packing Occupations

21010 - Fuel Distribution System Operator	19 .38
21020 - Material Coordinator	19 .05
21030 - Material Expediter	19 .05
21040 - Material Handling Laborer	11 .50
21050 - Order Filler	13 .21
21071 - Forklift Operator	16 .04
21080 - Production Line Worker (Food Processing)	15 .93
21100 - Shipping/Receiving Clerk	13 .15
21130 - Shipping Packer	13 .15
21140 - Store Worker I	9 .06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13 .05
21210 - Tools and Parts Attendant	16 .99
21400 - Warehouse Specialist	16 .04

23000 - Mechanics and Maintenance and Repair Occupations

23010 - Aircraft Mechanic	22 .24
23040 - Aircraft Mechanic Helper	14 .71
23050 - Aircraft Quality Control Inspector	23 .43
23060 - Aircraft Servicer	17 .82
23070 - Aircraft Worker	18 .09
23100 - Appliance Mechanic	18 .95
23120 - Bicycle Repairer	14 .43
23125 - Cable Splicer	24 .68
23130 - Carpenter, Maintenance	18 .95
23140 - Carpet Layer	17 .80
23160 - Electrician, Maintenance	22 .59
23181 - Electronics Technician, Maintenance I	19 .42
23182 - Electronics Technician, Maintenance II	21 .92
23183 - Electronics Technician, Maintenance III	23 .87

23260 - Fabric Worker	16 .61
23290 - Fire Alarm System Mechanic	19 .98
23310 - Fire Extinguisher Repairer	15 .69
23340 - Fuel Distribution System Mechanic	21 .05
23370 - General Maintenance Worker	17 .28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20 .87
23430 - Heavy Equipment Mechanic	19 .98
23440 - Heavy Equipment Operator	20 .76
23460 - Instrument Mechanic	19 .98
23470 - Laborer	14 .27
23500 - Locksmith	18 .95
23530 - Machinery Maintenance Mechanic	20 .51
23550 - Machinist, Maintenance	21 .52
23580 - Maintenance Trades Helper	14 .54
23640 - Millwright	21 .85
23700 - Office Appliance Repairer	18 .95
23740 - Painter, Aircraft	21 .29
23760 - Painter, Maintenance	18 .95
23790 - Pipefitter, Maintenance	22 .76
23800 - Plumber, Maintenance	20 .99
23820 - Pneudraulic Systems Mechanic	19 .98
23850 - Rigger	19 .98
23870 - Scale Mechanic	17 .88
23890 - Sheet-Metal Worker, Maintenance	19 .98
23910 - Small Engine Mechanic	20 .05
23930 - Telecommunication Mechanic I	22 .21
23931 - Telecommunication Mechanic II	23 .41
23950 - Telephone Lineman	22 .21
23960 - Welder, Combination, Maintenance	19 .98
23965 - Well Driller	19 .98
23970 - Woodcraft Worker	19 .98
23980 - Woodworker	15 .32

24000 - Personal Needs Occupations

24570 - Child Care Attendant	11 .58
24580 - Child Care Center Clerk	16 .15
24600 - Chore Aid	9 .29

24630 - Homemaker	16 .75
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25000 - Plant and System Operation Occupations

25010 - Boiler Tender	22 .57
25040 - Sewage Plant Operator	19 .52
25070 - Stationary Engineer	22 .57
25190 - Ventilation Equipment Tender	15 .24
25210 - Water Treatment Plant Operator	19 .72

27000 - Protective Service Occupations

(not set) - Police Officer	23 .19
27004 - Alarm Monitor	16 .79
27006 - Corrections Officer	18 .10
27010 - Court Security Officer	20 .72
27040 - Detention Officer	18 .29
27070 - Firefighter	20 .97
27101 - Guard I	11 .51
27102 - Guard II	15 .16

28000 - Stevedoring/Longshoremen Occupations

28010 - Blocker and Bracer	19 .89
28020 - Hatch Tender	19 .89
28030 - Line Handler	19 .89
28040 - Stevedore I	18 .71
28050 - Stevedore II	21 .11

29000 - Technical Occupations

21150 - Graphic Artist	22 .81
29010 - Air Traffic Control Specialist, Center (2)	32 .70
29011 - Air Traffic Control Specialist, Station (2)	22 .54
29012 - Air Traffic Control Specialist, Terminal (2)	24 .82
29023 - Archeological Technician I	15 .78
29024 - Archeological Technician II	17 .58
29025 - Archeological Technician III	21 .94
29030 - Cartographic Technician	23 .33
29035 - Computer Based Training (CBT) Specialist/ Instructor	31 .26
29040 - Civil Engineering Technician	22 .19
29061 - Drafter I	14 .31

29062 - Drafter II	16 .57
29063 - Drafter III	18 .53
29064 - Drafter IV	23 .33
29081 - Engineering Technician I	17 .67
29082 - Engineering Technician II	19 .84
29083 - Engineering Technician III	22 .54
29084 - Engineering Technician IV	27 .49
29085 - Engineering Technician V	33 .62
29086 - Engineering Technician VI	40 .67
29090 - Environmental Technician	21 .22
29100 - Flight Simulator/Instructor (Pilot)	36 .95
29160 - Instructor	26 .54
29210 - Laboratory Technician	18 .56
29240 - Mathematical Technician	23 .70
29361 - Paralegal/Legal Assistant I	20 .03
29362 - Paralegal/Legal Assistant II	24 .82
29363 - Paralegal/Legal Assistant III	30 .35
29364 - Paralegal/Legal Assistant IV	36 .73
29390 - Photooptics Technician	23 .33
29480 - Technical Writer	28 .55
29491 - Unexploded Ordnance (UXO) Technician I	20 .78
29492 - Unexploded Ordnance (UXO) Technician II	25 .14
29493 - Unexploded Ordnance (UXO) Technician III	30 .13
29494 - Unexploded (UXO) Safety Escort	20 .78
29495 - Unexploded (UXO) Sweep Personnel	20 .78
29620 - Weather Observer, Senior (3)	21 .32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18 .30
29622 - Weather Observer, Upper Air (3)	18 .30

31000 - Transportation/ Mobile Equipment Operation Occupations

31030 - Bus Driver	15 .95
31260 - Parking and Lot Attendant	8 .62
31290 - Shuttle Bus Driver	13 .45
31300 - Taxi Driver	12 .71
31361 - Truckdriver, Light Truck	13 .89
31362 - Truckdriver, Medium Truck	17 .09

31363 - Truckdriver, Heavy Truck	18 .40
31364 - Truckdriver, Tractor-Trailer	18 .40

99000 - Miscellaneous Occupations

99020 - Animal Caretaker	10 .47
99030 - Cashier	9 .82
99041 - Carnival Equipment Operator	12 .35
99042 - Carnival Equipment Repairer	13 .30
99043 - Carnival Worker	8 .31
99050 - Desk Clerk	9 .78
99095 - Embalmer	19 .79
99300 - Lifeguard	10 .92
99310 - Mortician	24 .77
99350 - Park Attendant (Aide)	13 .71
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11 .12
99500 - Recreation Specialist	16 .99
99510 - Recycling Worker	15 .47
99610 - Sales Clerk	11 .08
99620 - School Crossing Guard (Crosswalk Attendant)	11 .37
99630 - Sport Official	11 .24
99658 - Survey Party Chief (Chief of Party)	18 .39
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17 .48
99660 - Surveying Aide	11 .43
99690 - Swimming Pool Operator	13 .93
99720 - Vending Machine Attendant	10 .73
99730 - Vending Machine Repairer	13 .93
99740 - Vending Machine Repairer Helper	11 .34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas

Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning,

daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the

Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.